



CITY OF KINGSLAND, GEORGIA

CITY COUNCIL

AGENDA • MAY 13, 2019

Regular Meeting

City Council Chamber

6:00 PM

107 South Lee Street - City Hall, Kingsland, GA 31548

I. PUBLIC HEARING - STARTS AT 6:00PM

1. Annexation of Parcel 108 004A -

The City of Kingsland will hold a public hearing on the application to annex parcel 108 004A located on Haddock Road, south of the intersection of Boone Street.

2. Rezoning of Parcel 120 019A -

The City of Kingsland will hold a public hearing on the application to rezone parcel 120 019A located on Gross Road south of the intersection of Laurel Island Parkway. Mr. Daniel T. Wheeler is requesting rezoning 30.13 acres, property frontage 3600 feet. Existing zoning is PD, requesting C-2 zoning. Surrounding properties are zoned commercial.

3. Rezoning of Parcels K31 01 001 and K31 01 002 -

The City of Kingsland will hold a public hearing on the application to rezone parcels K31 01 001 and K31 01 002 located in the area of the 700 block of S. Lee Street between Boone Street and Royal Avenue. These parcels are in an area of primarily commercial properties. Request to rezone from residential to commercial.

II. CALL TO ORDER AND WELCOME GUESTS

III. INVOCATION AND PLEDGE TO THE FLAG

1. Paster Matthew Pettus, Jr. -

IV. ROLL CALL

Charles Grayson Day Jr.
Alex Blount
James W Galloway
Michael J McClain
Lamar Stokes

Mayor
Mayor Pro Tem
Councilman
Councilman
Councilman

V. CONSENT DOCKET

- A. Approve the Council Minutes of the last regular Council Meeting
 - 1. City Council - Regular Meeting - Apr 22, 2019 6:00 PM -
- B. Approve the Agenda as Presented
- C. Approve the Payments of Accounts Payable as Due and Funds Available

VI. PRESENTATION

- 1. Proclamation - National Safe Boating Week, May 18-24, 2019 - Flotilla Commander John M. Herald -
- 2. Joint Proclamation - National Kids to Parks Day 2019 -
Camden County Board of Commissioners, City of Kingsland, City of St. Marys, and City of Woodbine recognized Saturday, May 18, 2019 as National Kids to Parks Day.
- 3. TDS Telecom-Kingsland Fiber Deeper, Mr. Jonathan A., Dzermejko -
- 4. Presentation: MainPoint Employee Wellness Clinic -

VII. GRANTING AUDIENCE TO THE PUBLIC**VIII. OLD BUSINESS****IX. PLANNING AND ZONING**

- 1. Approval Of: Annexation, 327 Haddock Road, 5 Acres, Parcel 108 004A -
Mr. Scot Gay applied to annex 5 acres of land into city, he wishes to apply for city water and sewer service. *Planning Commission Recommends Approval.*
- 2. Adoption Of: Ordinance #2019-05 -
An Ordinance to Annex 327 Haddock Road, 5 Acres, by the City of Kingsland. Owner Mr. Scott Gay wishes to apply for city water and sewer service.
- 3. Approval Of: Rezoning Parcel 120 019A -
Rezoning of 30.13 acres on the east side of Gross Road, south of Laurel Island Parkway. Mr. Daniel Wheeler is requesting rezoning from PD to C-2. Other three Quadrants are commercial. Property is 400' in depth making it difficult for residential development. Surrounding properties are zoned commercial. *Planning Commission Recommends Approval.*
- 4. Approval Of: Rezoning of Parcels K31 01 001 and K31 021 002 -

Rezoning of contiguous parcels K31 01 001 and K31 01 002 located on the east side of S. Lee Street between Boone Avenue and Royal Avenue. Ms. Alicia Rogers is requesting rezoning 2.9 acres of a vacant lot and 19,500 square feet of a vacant lot to be rezoned from residential to commercial. These parcels are in an area of primarily commercial properties and located on a main highway. *Planning Commission Recommends Approval.*

5. Approval Of: Home Occupation Permit -

Ms. Whitney Stach is requesting a residential business permit for "LuLaRoe Whitney Stach" selling woman and children's clothing out of a spare bedroom in home located at 204 Cedar Breeze Drive. Zoning is R-1. *Planning Commission Recommends Approval.*

6. Approval Of: Preliminary Plat Lake Juniper Phase II -

Preliminary Plat for 15 lots Lake Juniper Phase II Lakes Boulevard East at Lakes Boulevard. *Planning Commission Recommends Approval.*

7. Approval Of: Preliminary Plat Fiddlers Reserve at Laurel Island -

Preliminary Plat for 10 lots off Amanda Trace in Fiddlers Reserve, Laurel Island. *Planning Commission Recommends Approval.*

X. NEW BUSINESS

1. Approval Of: FY 2018/19 Mid-Year Budget Revisions -

2. 2673 : Approval Of: Quit Claim Deed for Lift Station at Southeast Community Church -

Lift station has been inspected and does meet the city's specifications. Deed document has been reviewed and approved by city legal counsel. *Public Works Superintendent recommends approval.*

3. Approval Of: Limited Warranty Deed Between BH Kingsland, LLC and City of Kingsland -

4. Approval Of: Satilla Probation Contract -

Renewal of the contract for probation supervision and rehabilitation services.

5. Approval Of: Camden County School Resource Officer Service Agreement -

Contracted agreement for school resource officer, July 1, 2019 - June 30, 2020.

6. Approval Of: Memorandum of Understanding for Providing Onsite Clinical Medical Services -

Memorandum of Understanding establishing a cooperative partnership between the Camden County Board of Commissioners and the City of Kingsland for providing onsite clinical medical services by Camden County to employees of the City of Kingsland for the period of July 1, 2019 through June 30, 2020.

7. Bid Award and Contract Approval: CVB Branding Campaign -

8. Bid Award: Mixer for Clearwell -

Proposals were requested for the purchase and installation of one PAX mixer or equivalent for the purpose of improving water quality and residual control in the City's 250,000 gallon clearwell located at water plant #2. One bid was received from SUEZ/Utility Services at \$24,620.

Staff recommends rejecting bid at this time.

9. Bid Award: Vehicle Graphics & Striping -

Bid award includes vehicle graphics and striping installed on four 2019 Dodge Charger police interceptors. *Staff recommends low bid, Dalton Signs, at a total cost of \$2,400. Requirements were met in the local vendor match policy, Purchasing Ordinance, Division 6, Sec. 2-121.*

10. Appointment Of: Voting Delegate from City of Kingsland at the Annual Membership Business Meeting, 2019 GMA Annual Convention, Savannah, Georgia -

11. Discussion and Approval Of: Credit Card Processing Bid Award and Modifications -

Credit card fees processed at the counter have doubled over the last two years to \$30,000 annually. The City's Incode financial software will no longer support the current processor in place for point of sale transactions.

a. Bid award for credit card processor-*Staff recommends Open Edge for the benefit of automatic posting of all modules and ability to have all Incode modules available for online payments.*

b. Modifications to surcharges to cover administrative and processing fees-*Staff recommends a 3% surcharge to customers for credit card payments in person at point of sale; a 3% surcharge is already in place for online and over the phone payments. Other payment options available to customers without a fee include: cash, check, money order, recurring credit or checking account draft.*

12. Cancellation of May 27, 2019 City Council Meeting Due to Memorial Day Holiday -

XI. MAYOR AND COUNCIL ANNOUNCEMENT

XII. ADJOURNED



PROCLAMATION

National Safe Boating Week May 18 – May 24, 2019

Whereas, National Safe Boating Week is observed to bring attention to important life-saving tips for recreational boaters so that they can have a safer, more fun experience out on the water throughout the year; and

Whereas, on average, 650 people die each year in boating-related accidents in the United States, 76% of these are fatalities caused by drowning; and

Whereas, the vast majority of these accidents are caused by human error or poor judgment and not by the boat, equipment or environmental factors; and

Whereas, a significant number of boaters who lose their lives by drowning each year would be alive today had they worn their life jackets; and

Whereas, safe boating begins with preparation. The U.S. Coast Guard estimates that human error accounts for 70 percent of all boating accidents and that life jackets could prevent nearly 85% of boat fatalities. Through basic boating safety procedures, carrying lifesaving emergency distress and communications equipment, wearing life jackets, attending safe boating courses, participating in free boat safety checks, and staying sober when navigating, we can help ensure on America’s coastal, inland, and offshore waters everyone will stay safe throughout the season.

Therefore, I Dr. C. Grayson Day, Jr., Mayor of the City of Kingsland do hereby support the goals of the Safe Boating Campaign and proclaim May 18-24, 2019 as National Safe Boating Week and the start of the year-round effort to promote safe boating.

Given under my signature and the seal of the City of Kingsland this **13 day of May 2019.**

Dr. C. Grayson Day, Jr., Mayor

Linda M. O’Shaughnessy, City Clerk

**City of Kingsland
Proposed Mid-Year Revisions
FY 2018-19 Budget**

10.1.a

	Department	FY 18-19 Original Budget	FY 18-19 Mid-Year Requestd Revised Budget	Variance from FY 18-19 Original Budget to FY 18-19 Requested Revised		Reason for Change From Original Budget to Recommended Revised Budget
				% Change	\$ Increase/ Decrease	
General Fund	General Fund Revenues	\$10,554,066	\$10,540,332	-0.13%	-\$13,734	Contingency changed from \$126,927 to \$141,399 due to increases in TAV taxes, sales taxes franchise fees, insurance premium tax, planning & development fees, and interest revenues offset by reductions in SRO contract (\$30k) and fines (\$220k).
	Administration	\$1,179,936	\$1,254,232	6.30%	\$74,296	Reductions in salaries from employee transfer to finance offset by increases in professional fees, AC replacement (\$16,785), and PSA increased budget and change to population method (\$72,176).
	Information Technology	\$266,604	\$266,604	0.00%	\$0	No overall change.
	Finance	\$308,670	\$320,663	3.89%	\$11,993	Increase in salaries for employee transfer from admin, health insurance, and salary raise offset by reductions in building repairs and small equipment.
	Municipal Court	\$439,752	\$451,948	2.77%	\$12,196	Increase in salaries for PT employee shared with Fleet, small equipment for AC replacement offset by decreases in communications and supplies.
	Police	\$3,132,547	\$3,008,651	-3.96%	-\$123,896	Decreases in salaries due to staffing levels, automobile parts, gasoline, and small equipment offset by increases in vehicles and debt service to replace totaled vehicle and purchased new truck instead of additional used vehicles from small equipment.
	Fire	\$2,204,069	\$2,195,405	-0.39%	-\$8,664	Increase in overtime due to staffing levels, health insurance offset by decreases in salaries and equipment. Transferred \$73,140 equipment expense to grant funded by GEMA Terrorism grant.
	Public Works	\$1,913,121	\$1,920,421	0.38%	\$7,300	Increase in repairs and maintenance offset by decrease in supplies.
	Planning & Zoning	\$578,974	\$577,543	-0.25%	-\$1,431	Increase in health insurance, education and training, advertising, uniforms, and request for new vehicle (\$27,000) for building inspector offset by decrease in professional services. New vehicle is not included and not recommended at mid year.
	Economic Development	\$118,763	\$118,763	0.00%	\$0	No overall change.
	Fleet Services	\$284,703	\$284,703	0.00%	\$0	No overall change.
	General Fund Total Expenditures	\$10,427,139	\$10,398,933	-0.27%	-\$28,206	FY17/18 closed with fund balance at \$3.6M, of this \$1.2M is above the assigned and nonspendable amount of \$2.4M. The remaining contingency for this budget at year end will be added to the fund balance.

Attachment: Council Summary FY18-19 Budget Revisions (2651 : Approval Of: FY 2018/19 Mid-Year

**City of Kingsland
Proposed Mid-Year Revisions
FY 2018-19 Budget**

10.1.a

	Department	FY 18-19 Original Budget	FY 18-19 Mid-Year Requestd Revised Budget	Variance from FY 18-19 Original Budget to FY 18-19 Requested Revised		Reason for Change From Original Budget to Recommended Revised Budget
				% Change	\$ Increase/ Decrease	
Solid Waste	Solid Waste Revenues	\$1,443,010	\$1,443,010	0.00%	\$0	Contingency remained the same at \$92,140.
	Expenses	\$1,350,870	\$1,350,870	0.00%	\$0	No overall change.
Water/Sewer Fund	Revenues for Water/Sewer Fund	\$8,374,692	\$8,374,692	0.00%	\$0	Contingency change from \$243,884 to \$254,269 due to increases in tap and capital recover revenues.
	Administration	\$515,438	\$495,976	-3.78%	-\$19,462	Decrease in salaries and related benefits from not filling meter technician vacancy.
	Information Technology	\$26,748	\$26,748	0.00%	\$0	No overall change.
	Finance	\$171,562	\$180,639	5.29%	\$9,077	Increase in salaries for employee transfer from admin, health insurance, and salary raise offset by reductions in building repairs and small equipment.
	Fleet Services	\$92,258	\$92,258	0.00%	\$0	No overall change.
	Operations	\$7,324,802	\$7,324,802	0.00%	\$0	Increase in workers comp and purchased contracted services offset by reduction in capital outlays.
	Water/Sewer Fund Total Expenses	\$8,130,808	\$8,120,423	-0.13%	-\$10,385	

Attachment: Council Summary FY18-19 Budget Revisions (2651 : Approval Of: FY 2018/19 Mid-Year

**City of Kingsland
Proposed Mid-Year Revisions
FY 2018-19 Budget**

10.1.a

Department	FY 18-19 Original Budget	FY 18-19 Mid-Year Requestd Revised Budget	Variance from FY 18-19 Original Budget to FY 18-19 Requested Revised		Reason for Change From Original Budget to Recommended Revised Budget
			% Change	\$ Increase/ Decrease	
Confiscated Assets Fund	\$40,025	\$40,025	0.00%	\$0	Federal, State, & CISCO confiscated funds. No change.
Multiple Grant Fund	\$237,456	\$310,596	23.55%	\$73,140	Based on grants expected. Transferred \$73,140 expense from fire department to grant funded by GEMA Terrorism grant.
Georgia Gateway CID Fund	\$11,500	\$11,500	0.00%	\$0	Based CID millage for community improvement district. No change.
TAD #1 Fund	\$1,724	\$1,724	0.00%	\$0	Based on incremental tax value in tax allocation district. No change.
CVB Fund (Tourism)	\$879,541	\$1,010,044	12.92%	\$130,503	Revenues are based at 44% of estimated Hotel/motel tax revenues & merchandise sales. Revenue increased for cash carry forward from FY17/18 fund balance. Expenditure increase in health insurance and request for vehicle (\$50,000) offset by decreases in advertising, supplies, and small equipment.
Hotel/Motel Tax Fund	\$1,000,000	\$1,000,000	0.00%	\$0	Based on hotel/motel tax revenues anticipated. No change.
Downtown Development Authority Fund	\$55,336	\$55,336	0.00%	\$0	Funded by DDA fundraising events. All expenses paid directly from the DDA checking account. No change.
Kingsland Development Authority	\$171,391	\$171,391	0.00%	\$0	Special Revenue Fund used to account for the blended component unit whose purpose is to finance construction of City's public buildings. No change.
SPLOST Fund #7	\$2,119,703	\$2,119,703	0.00%	\$0	Based on funds available for projects outlined in the SPLOST VII agreement. No change.
General Debt Service	\$336,371	\$336,371	0.00%	\$0	Based on current lease payments for governmental funds. No change.
Debt Service Revenue Bond	\$170,000	\$170,000	0.00%	\$0	17% of the hotel/motel tax is accounted here for the bond payment of the welcome center. No change.

Attachment: Council Summary FY18-19 Budget Revisions (2651 : Approval Of: FY 2018/19 Mid-Year

Lift Station Agreement

This agreement is entered into on this ____ day of _____, 2019, between CITY OF KINGSLAND, a political subdivision of the State of Georgia, and BH Kingsland LLC a property owner in Camden County, Kingsland, Georgia.

Whereas, the CITY OF KINGSLAND has a need to operate the wastewater lift station located on parcel 093A 095 and;

Whereas, the identified lift station has not been deeded to the city and;

Whereas, the CITY OF KINGSLAND provides wastewater service to its residents,

Now, therefore in consideration of the mutual covenants flowing from each to the other, the parties do hereby agree as follows:

1. BH KINGSLAND LLC allows the CITY OF KINGSLAND to operate, maintain, service and or otherwise conduct the business of providing service to its residents through the use of the identified lift station
2. That CITY OF KINGSLAND does hereby relieve BH KINGSLAND LLC of any liability for the operation, service or maintenance of the lift station, until such time as the city takes full title.
3. BH KINGSLAND LLC understands that there will be no rent, fee or other consideration on the part of the city for the use of the lift station.
4. The property owner in consideration of the end user of the lift station will agree not to alter, demolish, refurbish, or destroy by the owner or at his/her discretion, during the interim until the CITYOF KINGSLAND takes full and complete title to the facility.
5. That this Agreement shall stay with the deed to the property and be transferred to any subsequent owner who shall be bound by this contract the same as was the original owner.
6. All notices required by this Agreement or to be given pursuant to this Agreement shall be in writing and either personally served on the other party or delivered to the other party by certified mail, return receipt requested, at the addresses indicated below:

BH KINGSLAND LLC
c/o The Tarich Law F
Hollywood, Florida 33020

City of Kingsland
107 South Lee Street
Post Office Box 250
Kingsland, GA 31548

7. If any of the provisions of this Agreement are found or deemed by a court of competent jurisdiction to be invalid or unenforceable, they shall be considered severable from the remainder of this Agreement. The remainder of the Agreement shall be fully enforced.
8. This Agreement may be amended or terminated only by a written agreement signed by both parties.

Executed on the _____ day of _____, 2019.

BH KINGSLAND LLC or their agent

This instrument was acknowledged before me on the _____ day of _____, 2019, by
_____, for and on behalf of BH KINGSLAND, LLC and in capacity herein stated.

Notary Public

Notary's name (printed) _____

CITY OF KINGSLAND City Manager

This instrument was acknowledged before me on the _____ day of _____, 2019, by
_____, for and on behalf of KINGSLAND and in capacity herein stated.

Notary Public, State of Georgia

Notary's name (printed) _____



HOLD HARMLESS AGREEMENT

Community Planning and
Development 105 S. Lee Street
| Kingsland, GA 31548 Phone:
912.729.9718 | Fax:
912.729.4590



Received Date – Office Use Only

This Agreement, made this ___ day of _____, 20___, by and between _____ whose mailing address is _____ (hereinafter referred to as "**Owner**") and the CITY OF KINGSLAND, a municipal corporation existing under the laws of the State of Georgia, whose address is P.O. Box 250, Kingsland, Georgia 31548 (hereinafter referred to as "City").

WITNESSETH:

WHEREAS, **Owner** warrants that it holds legal title to that certain land situated in Camden County, Georgia, described in **Exhibit "A"** attached hereto (hereinafter referred to as the "Property"); and

WHEREAS, **City of Kingsland** has petitioned the **Owner** for the use of _____ **within** the corporate limits of the City of Kingsland; and

WHEREAS, the **City of Kingsland** is executing this _____ Hold Harmless Agreement in order to induce the **Owner** to process and consider the Petition; and

WHEREAS, the **City of Kingsland** acknowledges that the **Owner** would not process and consider the Petition but for the execution and delivery of this Agreement to the City. Therefore, the parties understand, consent, and agree that **City of Kingsland's** execution of this Hold Harmless Agreement is a material part of the **City's chartered obligation and duty**.

NOW, THEREFORE, for and in consideration of the premises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The above recitals are true and correct and are incorporated herein by reference.

2. Applicant hereby agrees to indemnify the City of Kingsland, and each Elected Official and employee thereof (an "Indemnatee"), and agrees to save, defend and hold each Indemnatee free and harmless from and against any and all liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions and costs of actions, sanctions asserted by or on behalf of any person or governmental authority and other liabilities (whether legal or equitable in nature, and including, without limitation, court costs and reasonable attorneys' fees) to which any Indemnatee may be subject or incur, arising out of, caused by, or otherwise relating to (i) the _____.
3. In the event of any claim, demand, suit, proceeding or other action arising out of, caused by, or otherwise related to (i) the _____; the **Owner** agrees that the City shall be entitled to retain legal counsel of its own choosing to represent and defend the City; and
4. The Owner acknowledges that this Agreement does not obligate the City to defend any such action or give the Applicant any rights with respect to the conduct of such action by the City; and
5. This Agreement shall run with the Property and be binding upon the Applicant, its heirs, personal representatives, successors and assigns and the successors-in-interest to the Applicant of all or any portion of the Property. This Agreement shall inure to the benefit of the City and each Indemnatee; and
6. Nothing contained herein shall limit the right of the City to prescribe other reasonable conditions to be complied with by **Owner** prior or subsequent to rendering of service.

This Agreement and provisions contained herein shall be governed by and interpreted in accordance with the laws of the State of Georgia.

IN WITNESS WHEREOF, the Applicant has executed this Agreement as of the date and year first above written.

Signed, Sealed and Delivered
in the presence of:

Name (on behalf of the City)

Name (**Owner**)

STATE OF GEORGIA

COUNTY OF CAMDEN

Name (**Agent**)

The foregoing instrument was acknowledged before me this _____ day of __, 20____, by

_____.

Signature of Notary

Notary Seal must be affixed}

Name of Notary (typed, Printed or Stamped)

My Commission Expires)

After recording return to:
 Kinney & Kinney, LLC
 Attorneys at Law
 P. O. Box 7050
 St. Marys, Georgia 31558

LIMITED WARRANTY DEED

STATE OF GEORGIA
 COUNTY OF CAMDEN

This Indenture, made the ____ day of _____ in the year Two Thousand Nineteen between **BH Kingsland, LLC**, a Delaware limited liability company, party of the first part, and the **City of Kingsland, Georgia**, a political subdivision of the State of Georgia, party of the second part,

WITNESSETH, that the said party of the first part, for and in consideration of the sum of TEN DOLLARS and other valuable consideration, to it in hand paid by the said party of the second part, at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said party of the second part, and to its heirs and assigns, all of the following described property, to-wit:

ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING IN THE CITY OF KINGSLAND, 31st G.M. DISTRICT, CAMDEN COUNTY, GEORGIA, BEING A PORTION OF TRACT "B", THE LANDING AT CROOKED RIVER, PHASE 1-A, (ACCORDING TO PLAT RECORDED IN PLAT DRAWER 26, MAPS 12-14, PUBLIC RECORDS OF SAID COUNTY) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS. FOR A POINT OF REFERENCE COMMENCE AT THE NORTHEASTERLY CORNER OF SAID TRACT "B", SAID POINT ALSO BEING THE SOUTHEASTERLY CORNER OF LOT 51 (ACCORDING TO PLAT RECORDED IN PLAT DRAWER 26, MAPS 12-14, PUBLIC RECORDS OF SAID COUNTY) AND RUN THENCE NORTH 77°-41'-30" WEST ALONG THE NORTHERLY LINE OF SAID TRACT "B", A DISTANCE OF 196.15 FEET TO A POINT LYING ON THE EASTERLY LINE OF LOT 52; RUN THENCE SOUTH 12°-18'-30" WEST ALONG THE SAID EASTERLY

LINE OF LOT 52, A DISTANCE OF 128.83 FEET TO A POINT LYING AT THE SOUTHEASTERLY CORNER OF SAID LOT 52; RUN THENCE SOUTH 52°-44'-53" WEST, A DISTANCE OF 40.89 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED RUN THENCE SOUTH 16°-20'-55" EAST, A DISTANCE OF 60.00 FEET TO A POINT; RUN THENCE SOUTH 73°-39'-05" WEST, A DISTANCE OF 50.00 FEET TO A POINT; RUN THENCE NORTH 16°-20'-55" WEST, A DISTANCE OF 60.00 FEET TO A POINT; RUN THENCE NORTH 73°-39'-05" EAST, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

THE LAND THUS DESCRIBED CONTAINS 3,000 SQUARE FEET, MORE OR LESS, AND IS SUBJECT TO ANY EASEMENTS OF RECORD THAT MAY LIE WITHIN.

Said property being more fully and accurately shown and described on that plat of survey titled "A portion of Tract "B," the Landing at Crooked River, Phase 1-A" prepared by Jeffrey S. Foster, Georgia Registered Land Surveyor No. 3143, dated May 1, 2019. Said plat by reference incorporated herein for a complete description of said lot and for all legal purposes.

Together with a perpetual 22 foot easement for access, drainage and utilities as shown on said survey.

SUBJECT, NEVERTHELESS, to easements of record if any.

TO HAVE AND TO HOLD, the said above-described property together with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said party of the second part, its heirs and assigns, in Fee Simple forever.

And the said party of the first part, for its successors and assigns, will warrant and forever defend the right and title to the above described property unto the said party of the second part, its heirs and assigns, against the claims of all persons owning, holding or claiming by, through or under the said party of the first part.

IN WITNESS WHEREOF, the said party of the first part has hereunto set its hand(s) and seal(s) the day and year above written.

Signed, sealed and delivered
in the presence of:

BH Kingsland, LLC

Witness

_____(L.S.)
By:
Its:

Notary Public

Attachment: Kingsland - Landing at Crooked River Lift Station Deed (00012839xEB8E8) (2674 : Approval Of: Limited Warranty Deed Between BH

RESOLUTION ACCEPTING PROPERTY

WHEREAS, the City of Kingsland has previously approved the subdivision plat of the Landing at Crooked River, Phase I-A by Ernest R. Bennett, Jr., Georgia Registered Land Surveyor No. 2893, dated January 18, 2008, said plat being recorded in Plat Drawer 26, Pages 12-14, Camden County, Georgia, records; and

WHEREAS, a lift station as required under ordinances of the City of Kingsland has been completed in said subdivision and accepted by the City of Kingsland; and

WHEREAS, the developer of said subdivision has tendered to the City of Kingsland a deed conveying the lift station within the subdivision, which deed is acceptable to the City of Kingsland;

NOW, THEREFORE BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF KINGSLAND, GEORGIA, that the deed from BH KINGSLAND, LLC, to the City of Kingsland, conveying said lift station is hereby accepted by the City of Kingsland.

THIS ____ day of _____, 2019.

CITY OF KINGSLAND, GEORGIA

By: _____(SEAL)
Its Mayor

Attest: _____(SEAL)
Its Clerk

CLERK'S CERTIFICATE

I, Linda O'Shaughnessy, the duly appointed, qualified and acting Clerk of the City of Kingsland, Georgia, do hereby certify that the attached resolution was duly adopted by the Mayor and Council of the City of Kingsland, Georgia, at its regular meeting held on _____, 2019, and I do further certify that the copy of the resolution is a true and correct copy of said resolution adopted at said meeting and on file and of record.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said City this ____ day of _____, 2019.

Clerk

Contract for Probation Supervision and Rehabilitation Services

This Agreement is made by and between **Satilla Probation Management Corporation**, a duly authorized Corporation organized under the laws of the State of Georgia, with its principal place of business at 10784 Main Street North, Nahunta, Georgia, hereinafter called "Contractor" and the **Municipal Court of the City of Kingsland, State of Georgia** hereinafter called "Court". This Agreement is governed by Article 6 of Chapter 8 of Title 42 of the Official Code of Georgia Annotated, §42-8-100 through §42-8-109, Georgia Department of Community Supervision Rules for Misdemeanor Probation Services, and as amended.

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 its Governing Authority, Contractor shall provide the following services:

O.C.G.A. §42-8-107(b)(1) and DCS Rules 102-2-.08, 105-2-.11. Extent of services to be rendered:

Contractor shall monitor misdemeanor offender's behavior and compliance with conditions of probation as ordered by the Court during the sentenced probation period and provide to the court reports and documentation regarding probationer non-compliance. Contractor shall encourage behavior modification through its supervision and rehabilitation services.

During all court sessions, Contractor shall have adequate qualified staff attend and interview each offender assigned and complete an order of probation and obtain offender personal information. Contractor shall provide orientation and instruction explaining all standard conditions of probation, any additional conditions of probation, and any special conditions of probation the Court has ordered. Contractor shall explain all program service fees applicable to the offender. Contractor shall make a supervision assessment of the offender and determine the offender's reporting and payment schedule based on location of residence, employment, and other factors. Each offender shall be provided with a copy of the order of probation, a reporting schedule, a guide to successful probation, applicable referral information, and private probation officer contact information. Contractor shall create and maintain individual files for each offender receiving services from Contractor in accordance with this Agreement.

Contractor shall prepare documentation pertaining to each probation case for the Court.

Contractor shall provide referrals to substance abuse, mental health, or other professional counselors.

Contractor shall schedule and confirm community service work being performed.

Contractor shall provide for drug and alcohol screening or testing when such testing is required.

Contractor shall maintain a local jail roster to track new arrests, convictions and sentences, and arrests on Contractor warrants.

Contractor shall provide information at each office for substance abuse detox and treatment centers, local approved DUI Schools and Clinical Evaluators, AA/NA schedules and locations, local employment opportunities, domestic violence information, and other information that may be of interest to the offender.

Contractor, when so ordered by the Court, shall provide for a system of electronic home detention monitoring or GPS Tracking.

Contractor shall provide online payment system for offender convenience.

Contractor shall provide probation termination documentation on all cases.

O.C.G.A. §42-8-107(b)(2) and DCS Rules 105-2-.07 and 105-2-.09. Owner, Operator, Director, Officer and Employee Qualifications:

Contractor shall employ competent and able personnel to provide the services to be rendered hereunder and to appropriately administer the caseload and at least one employed person who is responsible for the direct

supervision of probation officers. This supervisor shall have a minimum of five years of experience in corrections, parole or probation services.

Any person employed as and using the title of a private probation officer shall be at least 21 years of age at the time of appointment to the position and shall have completed a standard two-year college course, completed 90 quarter hours or 60 semester hours, 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.

Any person employed as support staff shall be at least 18 years of age. Support staff may assist private probation officers with case related administrative duties, but do not possess decision making authority.

No person shall be employed who has been convicted of a felony or sufficient misdemeanors to establish a pattern of disregard for the law. Violations of misdemeanors when the employee has received a pardon shall not be considered; No person shall be employed who has been convicted of or pled guilty or nolo contendere to any misdemeanor involving moral turpitude within 5 years preceding the date of employment; No person shall be hired with an outstanding warrant for their arrest; No person shall be hired with a pending charge in the following areas: felony, domestic violence, or misdemeanor involving moral turpitude.

Each Owner, Operator, Director, Officer and Employee shall sign a confidentiality statement agreeing to hold the records of the probation entity confidential, to be maintained in employee personnel files; Sign a statement cosigned by the probation entity director or his/her designee that the employee has received an orientation on rules as well as operations guidelines relevant to that employee's job duties which shall be maintained in employee personnel files; No person shall be employed who fails to possess, at a minimum a high school or equivalent diploma, excepting those participating in an established High School program.

All owners, directors, private probation officers, and support staff shall be registered with the Department of Community Supervision, the Board or the Council within 10 days of date of hire and comply with Rules and Regulations of the Department of Community Supervision, the Board, or the Council and shall not engage in any other employment, business or activity that interferes or conflicts with the duties and responsibilities under this Agreement and shall not allow its employees to do so. Furthermore, neither Contractor nor any of its officers, employees or agents shall lend any monies nor have personal business dealings with a probationer under the supervision of Contractor.

Contractor shall comply with registration requirements as required by the Department of Community Supervision, the Board or the Council.

O.C.G.A. §42-8-107(b)(3) and DCS Rule 105-2-.10. Requirements for criminal records checks:

Services provider shall fingerprint new individuals through GAPS within 10 day of hire. The Department of Community Supervision on behalf of the Board shall conduct a criminal records check for individuals seeking to become probation officers as provided in Code Section 35-3-34. The board shall promulgate rules and regulations relating to restrictions regarding misdemeanor convictions. An agency or private entity shall also be authorized to conduct a criminal history background check of a person employed as a probation officer or private probation officer or individuals seeking such positions. The criminal history check may be conducted in accordance with Code Section 35-3-34 and may be based upon the submission of fingerprints of the individual whose records are requested. The Georgia Bureau of Investigation shall submit the fingerprints to the Federal Bureau of Investigation under the rules established by the United States Department of Justice for processing and identification of records. The federal record, if any, shall be obtained and returned to the requesting entity or agency.

O.C.G.A. §42-8-107(b)(4) and DCS Rules 105-2-.09 and 105-2-.12. Policies and procedures for staff training:

All probation officer and staff members shall be provided with adequate training. Each private probation officer shall receive an initial 40 hours of orientation provided by contractor or third party within six months of employment, and shall receive 20 hours of continuing education provided by contractor or third party per annum as approved by the Department of Community Supervision, the Board or the Council, 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.

Support staff shall receive an initial 16 hours of orientation training provided by contractor or third party within six months employment, and shall receive 8 hours of continuing education provided by contractor or third party per annum as approved by the Department of Community Supervision, the Board or the Council.

Probation Officer Orientation training curriculum shall include, but will not be limited to a 5-hour block of instruction covering General Probation Overview and consisting of the History of Probation, Ethics and Professionalism, Probation Officer Liabilities and Responsibilities, Constitutional Law, and Probation Law; a 20-hour block of instruction covering Offender Management and consisting of Confidentiality, Intake, Preparation and Maintenance of Files, Case Documentation, Interviewing and Communication Skills, Available Sentencing Options, Financial Collections, Community Service, Alcohol and Substance Abuse, and Personal Welfare and Safety; and a 15-hour block of instruction covering Legal Procedures and Reports and consisting of: General Report Writing Techniques, Violations, Delinquency Reports and Warrants, Courtroom Protocol, Testimony and Revocation Proceedings, First Offender Act, Case Termination Reports, Domestic Violence, and Statutory Changes and Updates.

Support Staff Orientation training curriculum shall include, but will not be limited to a 4-hour block of instruction covering General Probation Overview and consisting of the History of Probation, Ethics and Professionalism, Probation Officer Liabilities and Responsibilities, Constitutional Law, and Probation Law; an 8-hour block of instruction covering Offender Management and consisting of Confidentiality, Intake, Preparation and Maintenance of Files, Case Documentation, Interviewing and Communication Skills, Available Sentencing Options, Financial Collections, Community Service, Alcohol and Substance Abuse, and Personal Welfare and Safety; and a 4-hour block of instruction covering Legal Procedures and Reports and consisting of: General Report Writing Techniques, Violations, Delinquency Reports and Warrants, Courtroom Protocol, Testimony and Revocation Proceedings, First Offender Act, Case Termination Reports, Domestic Violence, and Statutory Changes and Updates.

Annual in-service training shall be completed on a calendar year basis. The initial orientation training hours completed during the first calendar year of employment shall also count towards satisfying the annual in-service training requirements for that same period. Annual In-Service Training shall be on topics that relate to the criminal justice system and the operation of the probation entity and may be provided by Contractor or a third party.

Contractor will ensure that trainers have expertise in the area of training. (A college degree or POST certification is preferred.) Probation entities shall maintain a description of the course and the contact information of the trainer on file. Training provided by professional training services shall be accepted so long as a description of the course and the trainer's contact information is maintained on file. These records shall be maintained for a period of not less than two years.

O.C.G.A. §42-8-107(b) (5) and DCS Rule 105-2-.08. Bonding of staff and liability insurance coverage:

Contractor shall provide and maintain during the life of this Agreement, workers' compensation insurance as required by statute, general liability insurance in the amount of Two Million Dollars (\$2,000,000.00) and a surety bond (bonding of staff) in an amount of not less than Two Hundred and Fifty Thousand Dollars (\$250,000.00). Contractor shall provide written notice to the Court within thirty (30) days of any material changes of insurance coverage, including cancellation. Bond shall be made with a commercial insurer satisfactory to Court and authorized to transact surety insurance in Georgia before Contractor commences work.

O.C.G.A. §42-8-107(b)(6), DCS Rule 105-2-.08. Staffing levels and standards of offender supervision:

Private probationer probation officer per offender ratio shall not exceed 250 cases without staff assistance. This equates to a ratio of 1:250 (One probationer officer per 250 probationers). Contractor shall maintain a fully staffed office in each county in which courts are under contract if total assigned caseload for that county exceeds 250 active probationers. Counties with less than 250 active probationers, the Contractor may be provided with space for meeting with and the provision of services to probationers.

Special conditions of probation such as mental health conditions, counseling (including AA/NA), and community service shall be monitored for progress and offender shall be required to provide proof of attendance weekly when they report. Contractor may refer offenders to third party agencies for counseling or other services applicable to the case

Contractor shall supervise and monitor offender's to ensure compliance with all conditions of probation as set forth in the Court's order of probation. Each offender shall be required to report weekly, either in person or by telephone. After sixty (60) days of compliant behavior is demonstrated, reporting may be changed to monthly report in person or monthly report by telephone status. Provisions shall be made for offenders residing outside of the immediate area. Unemployed or underemployed offenders will be required to search for employment and provide proof via the weekly employment search log. Random drug and/or alcohol screens may be incorporated into probation supervision. Offenders will be encouraged to obtain G.E.D., remain in school, or obtain valid driver's license, if applicable.

All conditions of probation must be satisfactorily completed and monies must be paid prior to sixty (60) days of probation term end date. Upon completion of each case, a termination of probation document shall be generated by Contractor, submitted to the Court for approval, and filed with the Court.

O.C.G.A. §42-8-107(b)(7) and DCS Rule 105-2-.15. Procedures for handling the collection of all court ordered monies:

Contractor shall collect restitution, fines, court costs, surcharges, or other imposed court fees, and probation program fees at listed in Exhibit "A", attached hereto, incorporated herein, and made part hereof this Agreement, as ordered by the Court. Probation fee may incur on the first day of each month, but number of monthly fees may never exceed number of months on probation.

Offenders will be set up on a payment schedule based on their maximum sentence length, minus sixty (60) days, with a minimum monthly payment required each calendar month. Minimum monthly payment typically required on probation cases is \$100.00. Payments typically are due on the 2nd Friday of each month.

Early termination cases will be provided with thirty (30), sixty (60), and ninety (90) day payoff figures and encouraged to pay off early, provided that they are otherwise compliant with all terms and conditions of probation.

Pay only probation cases shall be set up on a three month payment plan and shall not to exceed three months of supervision fees. If not paid within the three months, a modification/revocation hearing will be scheduled per O.C.G.A. § 42-8-103.

Contractor shall provide an itemized receipt for each payment received from an offender prepared in accordance with accepted accounting practices depicting the amount of payment received, breakdown of how it was applied, and balance due. In instances where payments are made other than in person, receipts shall be emailed or mailed to the offender's address on file.

Contractor shall credit payment of funds from offenders in the following order of priority: (1) offender orientation fee (2) incurred monthly probation supervision fee plus Crime Victim Fee, (3) drug/alcohol screen/test fee, (4) additional/special condition fee, (5) revocation/warrant preparation fee, (6) restitution, (7) fines, court costs, and surcharges, (8) contempt fees, and (9) warrant service fees.

Pursuant to O.C.G.A. § 17-14-8, partial payments shall be applied not less than one-half of each payment to the restitution before paying any portion of such fine or any forfeitures, costs, fees, or surcharges provided for by law to any agency, department, commission, committee, authority, board, or bureau of state or local government. Restitution shall be paid to the victim by the tenth (10th) day of the month following collection unless the Court orders payment to the Clerk of Court, and then it shall be paid as such other collections are paid to the Clerk. In the event Contractor cannot locate the restitution victim, payment shall be made to the Clerk of Court.

Pursuant to O.C.G.A. § 17-15-13(f), (GCVF) in every case where an individual is serving under active probation supervision and paying a supervision fee, \$9.00 per month shall be added to any supervision fee collected by any entity authorized to collect such fees and shall be paid into the fund.

Contractor shall submit a monthly report to the Court listing the offender name and case number, amount of court fines/costs and restitution ordered, the amount collected from the offender in each cash period, and balance due. The monthly reports and payments received shall be provided to the Court by the tenth (10th) day of the month following collection. Overpayments of Contractor fee shall be refunded to the offender via Contractor's company check by the tenth (10th) day of the month following case closure.

Contractor shall not retain or profit from any fines, restitution, fees, or cost collected from probationer except the fees authorized by this Agreement.

O.C.G.A. §42-8-107(b)(8) and DCS Rule 105-2-.15. Procedures for handling indigent offenders to ensure placement of such indigent offenders irrespective to ability to pay.

Offenders shall be screened as to ability to pay upon intake of probation case or as circumstances arise while under supervision. Potential indigent offenders shall provide documentation, and it shall be verified by the supervising private probation officer inasmuch as possible. Upon receipt and verification of documentation from the probationer, a request for direction report will be prepared by Contractor containing the offender's circumstances and forwarded to the Court. The Court shall instruct the Contractor how to proceed with the case. Regardless of ability to pay, reporting to private probation officer as directed, and being of good behavior and not violating the laws of any governmental unit shall be required.

In cases of non-compliance with monetary obligations, a Petition for Modification/Revocation of Probation shall be prepared by Contractor, and at a scheduled Modification hearing, community service may be recommended in lieu of monetary obligations by Contractor at an approved community service agency when this option is available and the offender displays the ability to perform community service. Community service hours shall be performed for the Court's Governing Authority whenever possible. Monetary obligations commuted to community service will be assessed per O.C.G.A. § 17-10-1 or as specifically ordered by the court.

When community service option is not available Contractor shall abide by written order of the Court, to waive, modify, or convert fines, statutory surcharges, probation supervision fees, and any other moneys assessed by the court or a provider of probation services upon a determination by the court prior to or subsequent to sentencing that a defendant has a significant financial hardship or inability to pay or that there are any other extenuating

factors which prohibit payment or collection; provided, however, that the imposition of sanctions for failure to pay such sums shall be within the discretion of the Court through judicial process or hearings.

O.C.G.A. § 42-8-102. Probation and supervision; determination of fees, fines, and restitution; converting moneys owed to community service; continuing jurisdiction; revocation; transfer

(a) Any court which has original jurisdiction of ordinance violations or misdemeanors and in which the defendant in such a case has been found guilty upon verdict or has pled guilty or nolo contendere may, at a time to be determined by the court, hear and determine the question of the probation of such defendant.

(b) If it appears to the court upon a hearing of the matter that the defendant is not likely to engage in an unlawful course of conduct and that the ends of justice and the welfare of society do not require that the defendant shall presently suffer the penalty imposed by law, the court in its discretion may place the defendant on probation under the supervision and control of a probation officer or private probation officer for all or a portion of the sentence or may impose a sentence upon the defendant but stay and suspend the execution of such sentence or any portion thereof. The period of probation or suspension shall not exceed the maximum sentence of confinement which could be imposed on the defendant; provided, however, that nothing in this chapter shall be construed to limit the ability of a court to toll a sentence as provided in this article.

(c) The court may, in its discretion, require the payment of a fine, fees, or restitution as a condition of probation. The provisions of Chapter 14 of Title 17 shall control in determining the amount of restitution. When probation supervision is required, the court may require the payment of a probation supervision fee as a condition of probation. In determining the financial obligations, other than restitution, to impose on the defendant, the court may consider:

- (1) The defendant's financial resources and other assets, including whether any such asset is jointly controlled;
- (2) The defendant's earnings and other income;
- (3) The defendant's financial obligations, including obligations to dependents;
- (4) The period of time during which the probation order will be in effect;
- (5) The goal of the punishment being imposed; and
- (6) Any other factor the court deems appropriate.

(d) 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.

(e) (1) As used in this subsection, the term:

(A) "Developmental disability" shall have the same meaning as set forth in Code Section 37-1-1.

(B) "Indigent" means an individual who earns less than 100 percent of the federal poverty guidelines unless there is evidence that the individual has other resources that might reasonably be used without undue hardship for such individual or his or her dependents.

(C) "Significant financial hardship" means a reasonable probability that an individual will be unable to satisfy his or her financial obligations for two or more consecutive months.

(D) "Totally and permanently disabled" shall have the same meaning as set forth in Code Section 49-4-80.

(2) The court shall waive, modify, or convert fines, statutory surcharges, probation supervision fees, and any other moneys assessed by the court or a provider of probation services upon a determination by the court prior to or subsequent to sentencing that a defendant has a significant financial hardship or inability to pay or that there are any other extenuating factors which prohibit payment or collection; provided, however, that the imposition of sanctions for failure to pay such sums shall be within the discretion of the court through judicial process or hearings.

O.C.G.A. § 42-8-103. Pay-only probation; discharge or termination of probation

(a) As used in this Code section, the term "pay-only probation" means a defendant has been placed under probation supervision solely because such defendant is unable to pay the court imposed fines and statutory surcharges when such defendant's sentence is imposed. Such term shall not include circumstances when restitution has been imposed or other probation services are deemed appropriate by the court.

(b) 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 notwithstanding the number of cases for which a fine and statutory surcharge were imposed or that the defendant was sentenced to serve consecutive sentences; provided, however, that collection of any probation supervision fee shall terminate as soon as all court imposed fines and statutory surcharges are paid in full; and provided, further, that when all such fines and statutory surcharges are paid in full, the probation officer or private probation officer, as the case may be, shall submit an order to the court terminating the probated sentence within 30 days of fulfillment of such conditions. The court shall terminate such probated sentence or issue an order stating why such probated sentence shall continue.

(c) If pay-only probation is subsequently converted to a sentence that requires community service, on petition by a probation officer or private probation officer and with the probationer having an opportunity for a hearing, the court may reinstate probation supervision fees as necessary to monitor the probationer's compliance with community service obligations.

(d) When a defendant is serving pay-only probation, upon motion by the defendant, the court may discharge such defendant from further supervision or otherwise terminate probation when it is satisfied that its action would be in the best interest of justice and the welfare of society.

O.C.G.A. 42-8-103.1. Serving consecutive misdemeanor sentences

(a) When a defendant is serving consecutive misdemeanor sentences, whether as a result of one case from one jurisdiction or multiple cases from multiple jurisdictions, upon motion by the defendant, the court may discharge such defendant from further supervision or otherwise terminate probation when it is satisfied that its action would be in the best interest of justice and the welfare of society. Such motion shall not be ripe until 12 months after the sentence was entered and every four months thereafter. The defendant shall serve the applicable entity or governing authority that is providing his or her probation services with a copy of such motion.

(b) When a defendant is serving consecutive misdemeanor sentences, his or her probation officer or private probation officer, as the case may be, shall review such case after 12 consecutive months of probation supervision wherein the defendant has paid in full all court imposed fines, statutory surcharges, and restitution and has otherwise completed all testing, evaluations, and rehabilitative treatment programs ordered by the court to determine if such officer recommends early termination of probation. Each such case shall be reviewed every four months thereafter for the same determination until the termination, expiration, or other disposition of the case. If such officer recommends early termination, he or she shall immediately submit an order to the court to effectuate such purpose.

O.C.G.A. §42-8-107(b)(9). Circumstances under which revocation of an offender's probation may be recommended.

Contractor shall exhaust all attempts to remedy violations of terms and conditions of probation without Court assistance prior to requesting Court intervention. Contractor shall attempt to notify the offender of violation status by telephone, by first class mail, by text, by email, or in person. If the offender refuses to respond or remains non-compliant, contractor shall notify the offender, by first class mail, of Contractor's intention to proceed with administrative action. When the offender displays an effort to become compliant, no administrative action will be taken. When non-compliance issues persist, typically one of the following two options may be requested.

1. When the offender's effort to become complaint does not conform to what is necessary for a successful probation case outcome, a Petition for Modification/ Revocation shall be prepared and presented to the Court. If approved, court date is affixed, and Petition is sent by first class mail to the probationer's last known address.

At the Modification/Revocation hearing, recommendations typically include becoming compliant with terms and conditions of probation or the terms and conditions are modified, and a review date is set by the Court whereas the offender shall have an opportunity to remedy the violations. The offender who remedies the violations or complies with the modified order may have Court action continued, postponed, or dismissed. The offender who makes no effort to remedy the violations may have revocation, either partial or in full, recommended by private probation officer in accordance with O.C.G.A. §42-8-102(f)(4).

2. When the offender makes no effort to become compliant (refuses to report, return phone calls, or respond to written correspondence) or when offender's mail is returned and the offender's whereabouts are unknown, a delinquency report and violation of probation warrant will be prepared and presented to the Court for approval. Once arrested, the probationer will be served with Petition for Modification/Revocation of Probation and a hearing will be held. In most cases, full revocation is recommended, in accordance with O.C.G.A. §42-8-102(f)(4).

Tolling of probation, if sentenced on or after July 1, 2015, is at the sole discretion of the Court. All probation cases shall be procedurally processed in accordance with O.C.G.A. §42-8-105.

O.C.G.A. §42-8-107 (b)(10) and DCS Rule 105-2-.14 and .15. Reporting and record keeping requirements. Each offender shall have a case file containing order of probation, personal data sheet, and sentencing order (when provided by the court). When applicable, the probationer file shall also include community service waiver, community service time sheets, drug screen or lab testing results, AA/NA attendance logs, special conditions proof of compliance, employment search logs, and any written correspondence pertaining to the individual probationer.

All documents generated by Contractor and signed by the Court shall have a copy maintained in the probationer case file and originals shall be filed with the Court with the exception of warrants as the original is provided to the arresting agency and copy provided to the Clerk. No original documents shall be maintained in Contractor file.

Each probationer case shall be entered into a database which contains probationer personal data, case data, case notes, payment records, appointment schedule and results, and additional or special condition sentencing and compliance data.

Contractor shall maintain all probationer files in a secured area. Closed probationer case files shall be maintained for a period of two years or as required by law.

Contractor shall provide written reports monthly to the Court or as requested by the Court. Reports 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 written quarterly reports to the Court and the Department of Community Supervision, The Board or Council in accordance with O.C.G.A. §42-8-108(a), and Contractor's records shall be open to inspection upon request in accordance with O.C.G.A. §42-8-108(b).

O.C.G.A. §42-8-108 and DCS Rule 105-2-.13. Probation Entity Reports. All probation entities shall provide the judge and MPOU with a quarterly probation entity activity report in such detail as the judge and MPOU may require.

(a) Probation entity quarterly activity reports shall be submitted within 15 days after the close of each calendar quarter and shall be made utilizing forms approved by MPOU. Quarterly reports must be received by MPOU as follows: 1st quarter (Jan-March) due April 15th, 2nd quarter (April-June) due July 15th, 3rd quarter (July-Sept.) due Oct. 15th, 4th quarter (Oct.-Dec.) due Jan 15th

1. If the 15th day after the close of the quarter falls on a weekend or state or federal holiday, the quarterly report shall be submitted by the following business day. MPOU in its discretion shall allow for adjustments of due dates based on a case by case basis as long as the request for extension is received by MPOU in writing prior to the due date.

2. Failure to submit quarterly reports in a timely manner may result in sanctioning.

(b) The quarterly reports shall include the following:

1. Number of probationers under supervision;

2. The amount of fines, statutory surcharges, and restitution collected;
 3. The amount of fees collected and the nature of such fees, including probation supervision fees;
 4. Rehabilitation programming fees;
 5. Electronic monitoring fees;
 6. Drug or alcohol detection device fees;
 7. Substance abuse or mental health evaluation or treatment fees if such services are provided directly or otherwise to the extent such fees are known;
 8. Drug testing fees;
 9. The number of community service hours performed by probationers under supervision;
 10. A listing of any other service for which a probationer was required to pay to attend;
 11. The number of probationers for whom supervision or rehabilitation has been terminated and the reason for the termination;
 12. The number of warrants issued during the quarter and;
 13. These reports shall be in such detail as MPOU may require.
- (i) Entities shall be given 90 days advance notice of changes in reporting requirements.

O.C.G.A. §42-8-106.1, 109(2), and DCS Rule 105-2-.14. Probation Entity Records. Each probation entity must maintain the following records for the period required by law and the records must be available and accessible for inspection by the affected county, municipality, consolidated government, the court, the Department of Audits and Accounts or MPOU upon request.

(a) Required records are as follows:

1. All written contracts or service agreements for probation services;
2. All court orders for all probationers assigned to the entity for supervision;
3. All accounting ledgers and related documents;
4. All payment receipts issued to probationers for all funds received;
5. All probation case history and management reports and documents;
6. All other documents pertaining to the case management of each probationer assigned to the entity for supervision;
7. The probation entity and individual applications for registration and supporting documents submitted to MPOU;
8. All training records and individual personnel files;
9. The registration approval issued to the probation entity and individuals by MPOU; and
10. All documents related to the case management of probationers to include but not limited to case history, accounting ledgers, and payment receipts must be retained for a period required by law after the probation case closes.

O.C.G.A. § 42-8-109.2. Confidentiality of Records

(a) Except as provided in subsection (a) of Code Section 42-8-108 and subsection (b) of this Code section, all reports, files, records, and papers of whatever kind relative to the supervision of probationers by a private corporation, private enterprise, or private agency contracting under the provisions of this article or by a county, municipality, or consolidated government providing probation services under this article are declared to be confidential and shall be available only to the affected county, municipality, or consolidated government, or an auditor appointed by such county, municipality, or consolidated government, the judge handling a particular case, the Department of Audits and Accounts, the Department of Corrections, DCS, the State Board of Pardons and Paroles, or the board.

(b) (1) Any probationer under supervision under this article shall:

- (A) Be provided with a written receipt and a balance statement each time he or she makes a payment;
- (B) Be permitted, upon written request, to have a copy of correspondence, payment records, and reporting history from his or her probation file, one time, and thereafter, he or she shall be required to pay a fee as set by DCS; provided, however, that the board shall promulgate rules and regulations clarifying what confidential information may be withheld from such disclosure; and

(C) Be permitted, upon written request to DCS, to have a copy of the supervision case notes from his or her probation file when the commissioner of community supervision authorizes the release of such information in a written order; provided, however, that the board shall promulgate rules and regulations clarifying what confidential information may be withheld from such disclosure.

(2) When a probationer claims that information is being improperly withheld from his or her file, the probationer may file a motion with the sentencing court seeking an in camera inspection of such file. The probationer shall serve such motion on the prosecuting attorney and probation officer or private probation officer as appropriate.

(3) The following shall be subject to disclosure pursuant to Article 4 of Chapter 18 of Title 50:

(A) The board's rules and regulations regarding contracts or agreements for the provision of probation services;

(B) The board's rules and regulations regarding the conduct of business by private entities providing probation services as authorized by this article;

(C) The board's rules and regulations regarding county, municipal, or consolidated governments establishing probation systems as authorized by this article; and

(D) The rules, regulations, operating procedures, and guidelines of any private corporation, private enterprise, or private agency providing probation services under the provisions of this article.

(c) In the event of a transfer of the supervision of a probationer from a private corporation, private enterprise, or private agency or county, municipality, or consolidated government providing probation services under this article to DCS, DCS shall have access to any relevant reports, files, records, and papers of the transferring entity.

O.C.G.A. §42-8-106.1, 109.2 and DCS Rule 105-2-.16. Transfer of Probation Supervision.

Probation case supervision may be transferred from one probation entity to another with the approval of the court of original jurisdiction and/or as provided by Interstate Compact.

(a) The Sending Probation Entity. The sending probation entity will be responsible for contacting the receiving probation entity and determining if the transfer is feasible. The sending probation entity shall provide the court of original jurisdiction with necessary information for consideration of the transfer.

(b) Approval of the Transfer. Upon approval of the transfer, the sending probation entity will instruct the probationer in writing as to where and when to report to the receiving probation entity and will forward a case management package to the receiving probation entity. The package should include: a copy of the sentence, a copy of all case history information and a statement of financial obligations and collections to date.

(c) Transfer of Cases Involving Financial Collections. When a case is transferred from one probation entity to another, the sending probation entity remains responsible for the collection of all original fines, fees and surcharges, with the exception of monthly probation supervision fees unless otherwise ordered by the court.

(i) Monthly probation fees collected and retained by the sending probation entity shall not exceed an amount equal to the number of months that the probationer was actually supervised. As of the date of transfer, monthly probation supervision fees shall be collected and retained by the receiving probation entity.

(ii) The sending probation entity will remain responsible for the collection of all other financial obligations and is responsible for instructing the probationer regarding forwarding scheduled financial payments back to the original probation entity unless otherwise ordered by the court.

(d) Probation Violations by Transferred Probationers. When violations occur during supervision by the receiving probation entity, it is the responsibility of the receiving probation entity to investigate and report back to the sending probation entity in order for the court of original jurisdiction to be informed unless otherwise ordered by the court.

(e) If the probationer fails to report or the case is determined to be unacceptable to the receiving probation entity, the receiving probation entity should contact the sending probation entity in an effort to resolve the problem. If the situation cannot be resolved, the case management package should be returned to the sending probation entity with sufficient documentation of the problem and the original sending probation entity should inform the court of original jurisdiction of the situation unless otherwise ordered by the court.

(f) If probation violations occur subsequent to a transfer, the sending probation entity and the court of original jurisdiction retains responsibility to pursue appropriate follow-up action unless otherwise ordered by the court.

(g) **Sentence Expiration.** When the terms of the probation sentence expire for a transferred probationer, the receiving probation entity will forward a brief confirmation report back to the original sending probation entity confirming that probation supervision has been terminated. In accordance with court policy, the sending probation entity shall inform the court that probation supervision has been terminated.

(h) **Transfer of Probation Supervision into and Out of State.** Probation case supervision will be transferred from a probation entity to a probation office or probation entity between states according to the requirements of the Interstate Compact for Adult Offender Supervision.

(i) All probation entities and individuals shall abide by the Interstate Compact statute O.C.G.A. §42-9-81.

O.C.G.A. §42-8-107(b)(11) Default and contract termination procedures:

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 shall commence performance upon the approval by the Governing Authority. This Agreement shall expire the **31st day of May, 2020** An option to renew the contract for one additional one year period is available provided: 1) service is satisfactory, 2) both parties are willing to renew, and 3) the action is approved by the City of Kingsland.

Either party may terminate this Agreement upon thirty (30) days written notice. The Court may terminate this Agreement immediately without cause or for cause, including without limitation material breach of this Agreement, insolvency of Contractor, filing of a voluntary or involuntary case in bankruptcy.

In the event that the court determines that there are deficiencies in the services provided by Contractor hereunder, the Court may notify the Contractor in writing as to the exact nature of such deficiency. Within thirty (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 to the Court's satisfaction, the Court may declare the Contractor in default and the Court may terminate this Agreement.

The Court will decide if the existing caseload is to be transferred. Should it be decided that the caseload is to be transferred, Contractor, within thirty (30) days of termination, shall generate an order of transfer listing all probationers. Probation order, payment history, and personal data records will accompany the order to transfer. 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. Should it be decided not to transfer the existing caseload, Contractor will work the caseload until completion of existing sentence guidelines.

OBLIGATIONS OF THE COURT OR GOVERNING AUTHORITY

In consideration for the services of Contractor, the Court shall provide the following:

Payment for Contractors Services as Condition of Probation is Responsibility of Probationer.

The Court or its Governing Authority shall not be liable for payment of any program fee.

The Court shall make payment of the probation program fee(s) as listed in Exhibit "A", a term and condition of probation for each offender assigned for supervision to Contractor unless the Court determines the offender to be indigent.

Access to Criminal Histories:

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

Notice of Court Sessions:

The Court shall provide Contractor three (3) days advance notice of all court sessions that Contractor is required to attend. Notice for purposes of this provision may be given by mail to P.O. Box 1065, Nahunta, GA 31553, by fax to 912-462-6027, by telephone to 912-462-7958 or by email to Cbyrd@SatillaProbation.com.

Indemnification:

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

Time is of the Essence of this Agreement.**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.

Independent Contractor:

Contractor is an independent contractor and is not an agent, joint venture or other affiliate of the Court or its Governing Authority 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 thereof. The Contractor agrees to indemnify and hold harmless the Court and its Governing Authority 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 its Governing Authority to their respective employees.

Entire Agreement:

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

Binding Agreement:

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

Notice:

Any notices made in accordance with this Agreement shall be in writing and shall be made by registered or certified mail, return receipt requested, to:

Contractor:

Satilla Probation Management Corp.
 10784 Main Street North
 P.O. Box 1065
 Nahunta, Georgia 31553
 (912) 462-7958

Court:

The Municipal Court of the City of Kingsland
 P.O. Box 250
 Kingsland, Georgia 31548
 (912) 729-8231

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT ON

THE 1ST DAY OF May, 2019

PROBATION SERVICES CONTRACTOR:

Catherine C Byrd

Name: Catherine C. Byrd

Title: President, Satilla Probation Management Corporation

MUNICIPAL COURT OF THE CITY OF KINGSLAND:

Robert C Sweatt, Jr.

Robert C. Sweatt, Jr.

Judge of the Municipal Court, City of Kingsland, State of Georgia

Pursuant to O.C.G.A. §42-8-101, this Agreement is entered into and approved by the Court's Governing Authority on the _____ day of _____, 20____.

By: _____

 Name and Title

Attest: _____

 Name and Title

Attachment: Satilla Probation Renewal 2019 (2650 : Approval Of: Satilla Probation Contract)

Exhibit "A"
Satilla Probation Management Corporation
Program Fee Schedule
 (All program fees are the sole responsibility of the offender.)

Court Service/ Offender Orientation (\$25.00 one-time fee):

Staff attends court, completes offender personal history document, prepares Order of Probation, and instructs the offender on all terms and conditions of probation and initiates the collection of court and program costs.

Community Supervision (\$50.00 per month):

An ongoing offender monitoring program which accounts for the activities of offenders sentenced to probation. Individual files are established, and records are maintained for reports of program participation as ordered by the Court. The offender supervision may vary in intensity and type of contact required.

Pretrial Diversion (\$50.00 per month):

An ongoing offender monitoring program which accounts for the activities of offenders entering a pretrial diversion. Individual files are established, and records are maintained for reports of program participation as ordered by the Court. The offender supervision may vary in intensity and type of contact required.

Coordinate Special or Additional Conditions (\$10.00 per month):

Staff will coordinate all activities for those offenders who are ordered to perform or comply with special/additional conditions. This fee shall be assessed on offender cases for arranging, monitoring compliance, and verification of community service work, mandatory jail time, attendance at court ordered counseling (including but not limited to, AA/NA, FVIP, Mental Health, and Substance Abuse Counseling). Records of program participation and completion will remain in the offenders file. This fee will only be incurred until such time as proof of completion of the condition is provided to the Contractor.

Drug/Alcohol Testing or Screening (\$25.00 per test):

As a condition of probation, random or monthly drug/alcohol screening or testing may be required for individuals on probation or as ordered by the Court. Test results may constitute change in the frequency and type of testing/screening.

Rev/War Fee (\$20.00 per revocation/modification petition or violation of probation warrant):

A revocation/warrant preparation fee shall be assessed to an offender's case at such time that a probation revocation/modification hearing date is set by the Court (hearing date scheduled), or violation of probation warrant is issued by the Court. All documents shall be prepared by Contractor. Each new petition or warrant will incur this fee. Postponements and review hearings will not incur this fee.

Additional costs and fees collected and forwarded to agencies by the 10th of the month following collection:

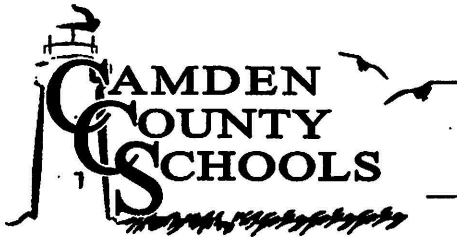
Victim Compensation Supervision Probation Fees (\$9.00 per month):

A nine dollar (\$9.00) fee shall be collected for each month in which a fee for supervision services has been collected.

Fines and Restitution: Fines, costs, surcharges, and restitution shall be collected when ordered by the Court.

Warrant/Sheriff Service Fee (\$25.00 per warrant):

When so requested by the Court, a warrant service fee may be assessed to the offender each time a warrant is issued by the Court payable to such party as determined by the Court.



311 South East Street
Kingsland, GA 31548

Telephone: (912) 729-5687

Dr. William C. Hardin, Superintendent

Contracted Services Agreement

Name of Individual or Business: City of Kingsland

Address: P.O. Box 250 Kingsland, GA 31548

Social Security/Tax Identification Number: 58-6000-601

Date(s) of Service: (list individual dates) July 1, 2019 – June 30, 2020

Type of Service Provided: (3) School Resource Officer

Contracted Service Fee Structure:

Flat Rate: Total Flat rate: _____

OR

Hourly rate: Total based on hourly rate: _____

Hourly rate calculation: (# of days ____ X # of hours ____ X hourly rate ____ = _____)

OR

Other Fee Structure (Explain) Not to Exceed = Total Other \$131,929.00

Total \$131,929.00

This contract shall be self-renewing from year to year unless modified and approved by both the Camden County Board of Education and the City of Kingsland. Either party may cancel this contract upon providing a thirty (30) day notice of intent to do so. The specific terms of agreement between the involved parties are defined by a separate Memorandum of Understanding.

It is further understood that there will be times when the City of Kingsland will be unable to provide the said services due to vacation and sick days, current or pressing projects of the City of Kingsland, or an unforeseen circumstance. If such an event occurs, Kingsland will make every effort to provide appropriate staffing assistance as soon as available.

CONTRACTOR'S SIGNATURE

DATE

ADMINISTRATOR'S SIGNATURE

DATE

SUPERINTENDENT'S SIGNATURE

DATE

TRS Approval: ____ Not Applicable ____ Granted ____ Not Granted

ASSISTANT SUPERINTENDENT FOR
HUMAN RESOURCES AND OPERATIONS

Date

Accounting Code: 100-2600-9990-2600-000-20-21-0000-559500-00000	\$91,036.00
100-2600-9990-2600-000-31-21-0000-559500-00000	\$40,893.00

Board Members:

Jane Brown, Chairman • Jimmy Coffel, Vice-Chairman

Jason Chance • Jonathon Blount • Mark Giddens

Memorandum of Understanding Employment and Utilization of School Resource Officers

The Camden County School System, the City of Kingsland, and the Kingsland Police Department will partner with one another to help provide a safe and secure learning environment at Camden County High School and Camden Middle School. The employment of School Resource Officers will be an integral part meeting this objective. Officers will not only assist in maintaining this safe environment, they will also provide opportunities for counseling and mentoring students as well as delivering prevention and education programs.

Specific Goals and Objectives

The following goals and objectives will be the focus of the School Resource Officer's Duties.

1. Increase awareness and effectiveness of community based policing programs.
2. Increase the effectiveness of the "Drug Free School Zone" policy through intervention and education programs at the school level.
3. Monitor and mentor, or counsel students consistent with the law and orders of the court, who are on probation for violations of both school rules and community laws.
4. Assist in improving the communication between the Juvenile Court system and the school officials.
5. Assist in developing programs that are aimed at preventing, reducing or responding to gang related activities.
6. Assist in activities that will decrease the truancy rates.
7. Assist in developing and implementing school safety programs.
8. Assist with disruptive students and violations of the law under the direction of the school principal.
9. Educate school officials and students in crime prevention and safety issues.
10. Assist in conflict resolution with students.
11. Assist in developing and maintaining school policies that address school safety, crime, emergencies and recommended procedural changes.
12. Assist in the identification of physical changes in the environment that may reduce crime in or around the school campus.

Program Issues

A. Supervision Responsibility of the SRO

The SRO will be assigned as full-time officers to Camden County High School and Camden Middle School. They will accept the responsibilities of a full-time faculty member and will be under the supervision of the building principal or his/her designee. The SRO work schedule and overtime hours will be the direct responsibility of the principal. Evaluation will be performed by the principal.

B. Decision Making Authority

The SRO will follow the policies and guidelines set forth by the Camden County School system while assigned to a school campus. The SRO does not, however, relinquish the responsibility to enforce the laws of the city or state when he/she witnesses a criminal violation. Statement, searches, interrogations or formal counseling of students must meet the requirements established by the building principal and the law.

C. Roles and Responsibilities

The City of Kingsland and the Kingsland Police Department will accept the following responsibilities for the implementation of the School Resource Officer Program:

- A. Receipt and distribution of funds to the SRO including salary, overtime, benefits, insurance, workman's compensation, unemployment benefits, and social security.
- B. Completion of program reports as requested by the Camden County School System and other agencies.
- C. Completion of annual financial reports or audit requirements as required by the Camden County School System.
- D. Oversee the, coordination, research and implementation of grant opportunities in cooperation with the Camden County School System.
- E. The Camden County School System will indemnify and hold harmless the City of Kingsland, the Kingsland Police Department, and the School Resource Officers for the actions and inactions of the School Resource Officers

The Camden County School System will accept the following responsibilities for the implementation of the School Resource Officer Program:

- A. Disbursement of City of Kingsland funds equal to an amount stipulated in a contract for ~~purchased services agreed to by the Camden County School System and the City of Kingsland~~ to provide SRO services between July 1, 2019 and June 30, 2020.
- B. Assignment of the SRO to offices at Camden County High School and Camden Middle School, with the appropriate administrative supplies necessary to fulfill the goals and objectives of the program.
- C. Assist in the researching and completion of any future grant opportunities.
- D. Coordinate after school activities with the SRO to provide for direct supervision by either the SRO or other law enforcement authorities.

Mayor, City of Kingsland, Georgia

Date

Chief of Police, City of Kingsland, Georgia

Date

Superintendent, Camden County Schools

Date

COUNTY OF CAMDEN

**MEMORANDUM OF UNDERSTANDING
ESTABLISHING A COOPERATIVE PARTNERSHIP
BETWEEN THE CAMDEN COUNTY BOARD OF COMMISSIONERS
AND THE CITY OF KINGSLAND, GEORGIA
FOR PROVIDING ONSITE CLINICAL MEDICAL SERVICES
BY CAMDEN COUNTY TO EMPLOYEES OF THE CITY OF KINGSLAND**

This Memorandum of Understanding (herein after the “MOU”) between the Camden County Board of Commissioners (herein after the “CCBC”) and the City of Kingsland, Georgia (herein after the “CITY”); entered into this the ____ day of _____, 2019 for providing of clinical medical services by Camden County for the employees of the City of Kingsland for the period starting July 1, 2019 and continuing through June 30, 2020 as defined and as agreed to as set forth herein:

1.

WHEREAS the CCBC and the CITY are lawful governments as envisioned by Georgia Law.

2.

WHEREAS the CCBC is a self-insured body for the purposes of providing health insurance benefits to CCBC’s employees; and the CITY has purchased a health insurance policy for the purposes of providing health insurance benefits to CITY’s employees.

3.

WHEREAS both CCBC and CITY desires to manage their employer provided health insurance costs in the most economical manner.

4.

WHEREAS CCBC has an established onsite medical clinic to provide a wellness program for employees in an attempt to reduce health insurance costs for CCBC. The clinic is at 701 Charles Gilman Jr. Avenue, Suite B, Kingsland, Georgia.

5.

WHEREAS CCBC has contracted with a local Georgia licensed physician, a nurse practitioner, and a Director of Health and Wellness/RN to oversee and provide medical services for CCBC's employees at the afore-stated clinic in an effort to reduce costs associated with the self-insured program.

6.

WHEREAS CCBC and CITY have entered into discussions that have led to the CITY and CCBC entering into this MOU which creates a cooperative partnership so as to allow CITY's employees to utilize the afore-stated clinic whereby the physician, nurse practitioner, and the registered nurses will provide an onsite medical clinical treatment program to CITY's employees while performing the onsite medical clinical treatment program for CCBC.

7.

NOW THEREFORE BE IT RESOLVED the CCBC and CITY hereby enters into this MOU which establishes a cooperative partnership between the parties hereto for the providing of onsite medical clinical services to the employees of the City of Kingsland, pursuant to the following terms.

a.

This MOU shall be effective upon the final approval by the CCBC (Camden County Board of Commissioners) and CITY (the Council for the City of Kingsland, Georgia) and entered upon the lawful minutes of each political body.

b.

Operational dates of this MOU shall be effective on July 1, 2019, upon final approval by CCBC and CITY, and shall continue until either party provides proper notification for termination. Either CCBC or the CITY may terminate this MOU at any time by informing the other party in writing 30 days prior to the termination of the agreement which shall be delivered to the County Administrator for CCBC or the City Manger for the CITY.

c.

CCBC shall establish the medical clinics hours of operation as stated herein below; and shall have sole authority for the retaining of the afore-said professional medical services for this MOU and the clinic; the location and hours of operations shall be:

- i. Staff will be available during set operational hours.

d.

In the forming of this cooperative partnership the CCBC and the CITY shall each be responsible for the total clinic operations cost on a pro-rata basis pursuant to the following formula.

CCBC has determined the estimated budgeted operating cost for CCBC's Fiscal Year 2019-2020 to be \$487,301. This budgeted amount is to cover any and all expenses associated with the onsite clinic (physician, physician's assistant, registered nursing staff, malpractice liability insurance premiums, non-medical staff, medical supplies, medications, and the utility and maintenance costs to operate the clinic).

It has further been determined that the CITY utilized the onsite medical clinic for CCBC's Fiscal year 2019-2020 for a pro-rated use percentage of 10.5% of the total operating costs for the afore-stated fiscal budget year.

It is hereby agreed and consented to by the parties hereto that the CITY shall pay to CCBC 10.5% of the afore-stated \$487,301 budget, conditioned on the CITY use of the clinical services not exceeding the projected 10.5% use of the clinic for 2019-2020 Fiscal Budget Year.

CITY shall pay to CCBC the total annual amount of \$51,166.60 for medical services provided by the CCBC's onsite clinic to the CITY. Said annual amount shall be paid in 12 monthly installments of \$4,263.88 CITY shall pay CCBC for the monthly installment payment by the 10th day of each month for the services performed in the previous month starting with July 1, 2018.

The aforesaid formula for payment of clinical services provided to the CITY shall be reviewed by CCBC on a quarterly basis in an effort to keep the CITY informed of the percentage of clinical services provided and costs so associated with the provided services in comparison to the funding so allocated for the onsite clinic operations. Upon review of the quarterly reports, the CITY shall be notified by the CCBC of the actual costs and utilization as well as any differential in pay.

The quarterly reviews are for the periods of July 1, 2018 to September 30, 2018; October 1, 2018 to December 31, 2018; January 1, 2019 to March 31, 2019; and April 1, 2019 to June 30, 2019. The completed quarterly review shall be presented by the CCBC to CITY on or before the 20th day of the month following the quarter just completed.

e.

CITY will be notified by CCBC in a timely manner of a change in clinic's hour of operation so that the CITY's employees may schedule their time to meet with the health care providers. Representatives of the CCBC's Human Resources Department and the CITY's Human Resources Department shall meet as needed to work out clinic schedules as necessary.

d.

This MOU does not establish an employer/employee relationship between CITY's employees and CCBC.

e.

CITY agrees to hold harmless and indemnify CCBC from any damages, liability, actions, claims, or demands that may arise within the scope of this MOU in regards to CITY's agents, servants, employees, invitees, or licenses arising out of this MOU during the term of this MOU.

f.

The services as defined herein shall only be provided to those CITY employees that are currently enrolled in the CITY's employer provided health insurance program. City shall provide to CCBC a list of currently enrolled employees in CITY's employer provided health insurance program as may be amended from time to time.

Hereby agreed to by the parties hereto on the date as approved:

This ____ day of ____ 2019

James H. Starline, Chairman
Camden County Board of Commissioners

ATTEST:
Kathryn Bishop, County Clerk

Dr. C. Grayson Day, Mayor

This ____ day of ____ 2019

ATTEST: _____
Linda M. O'Shaughnessy,
City Clerk

	Stamp Idea Group, LLC Montgomery, Alabama	Rhyme & Reason Design Atlanta, GA	365 Degree Total Marketing St Simons Island, GA
In-Market Research & Immersion (Phase I)	\$15,000	\$21,000	\$21,500
In-Market recommendations presentation		\$1,000	
Travel Expenses - additional expense			\$1,500
Brand Development (Phase II)	\$18,000 - \$25,000	\$20,000	\$17,500
Logo Development			\$5,000
Tagline Development			\$2,500
Marketing Campaign Development			\$5,000
Internal-External Communications Plan			\$5,000
Brand Implementation & Campaign Design (Phase III)	\$9,000 - \$12,000	\$10,000	\$7,000
Editable Ad Designs (3-5 sizes)			\$2,500
Press Releases (3)			\$1,500
Marketing Messaging (2)			\$3,000
Strategic Marketing Plan			\$5,000
TOTAL CAMPAIGN COST	\$42,000 - \$52,000	\$51,000	\$46,000
ADD'L INFO			
Hourly Billed Rate	\$150 / hour	\$135 / hour	\$100 / hour
Details - In-Market Research & Immersion (Phase I):	- Stamp team members devote 3 days travel time (no expenses incurred by CVB) - MAP Development sessions with stakeholders - In-Market Facilitated MAP Presentation	2 R&R team members on-site for 2 full days 2 focus groups with stakeholders; - Previous visitor survey (SurveyMonkey) - Creation of overarching SWOT analysis - Research findings & recommendations deck presentation via Skype (In-market presentation at \$1,000 noted above)	- Team members on-site for 1-2 days 20-40 strategic partners participate in a 2 hour focus group - Visitor Intercept Survey, 2 staff members will be in-market interviewing up to 50 visitors - Creation of a SWOT analysis - Research findings & recommendations presentation in-market
Details - Brand Development (Phase II):	- Tagline - Primary Logo Design - Brand messaging - Design of primary communications materials (letterhead, envelopes, business cards, social notes, and mailing labels) - Comprehensive Brand Standards Guide	- Tagline - Primary Logo Design - Development of 1 descriptive paragraph & 3 key messages - Comprehensive Brand Standards Guide	- Tagline Development - Logo Development - Marketing Campaign Development - Comprehensive Brand Standards Guide - Internal-External Communications Plan
Details - Brand Implementation (Phase III):	Recommendation of ways to articulate and implement new branding, promotional avenues, and advise on strategies to promote/create awareness of the new brand to the various target audiences identified in the MAP process. Includes strategy, planning and project management	- Strategic Planning to develop marketing strategy (via call) - Design campaign concepts included in proposal: 1 half-page print ad 1 quarter-page print ad 4 animated GIF's for digital advertising - Copywriting	- Design Campaign developed for Implementation: 3-5 Editable Ad Designs (\$2500) 2 Marketing Messaging (\$1500/each) 3 Press Release (\$500/each) * Add Strategic Marketing Plan for an additional \$5k

STAMP IDEA GROUP, LLC

Post 111 WASHINGTON AVENUE
MONTGOMERY, ALABAMA 36104

Ring 334 244 9933
Read Stampideas.com

ADVERTISING
INTERACTIVE
MEDIA



Letter of Agreement

March 15, 2019

Ms. Tonya Harvey
Executive Director
Kingsland Convention & Visitors Bureau
1190 Boone Avenue
Kingsland, GA 31548

Dear Tonya:

This letter outlines the services to be provided and terms of business under which Stamp Idea Group, LLC (Stamp/the agency) is to be appointed the marketing communications agency for the Kingsland Convention & Visitors Bureau (the client), commencing on the date this agreement is signed and remaining in force until either party provides written cancellation notice.

The services that Stamp and staff will provide are summarized as follows:

1. In-Market Marketing Action Plan (MAP)

\$15,000

Development of a Marketing Action Plan (MAP) to determine target audiences & direction for marketing Kingsland, GA. Includes identification and analysis of key target groups, their role in organization's success, their beliefs/motivations and suggested marketing strategies. Also includes independent work from Stamp and presentation/strategy session with client to refine plan, prioritize target groups in order of importance and develop strategies for each group.

Also includes the purchase and review of a Smith Travel Research (STR) Trend Report plus the review of any primary research conducted for the CVB, the city, local attractions or other sources and provided to Stamp by the CVB.

- **Phase 1: FAM Tour/Preliminary MAP Development:** The Stamp project team will devote 3 days for travel time to and from the destination, onsite FAM Tours, lunches and dinners with appropriate CVB staff/stakeholders, independent work by Stamp project team on MAP development, and for an in-person working session with CVB Staff/stakeholders on the MAP development.
- **Phase 2: MAP Development Continuation:** The Stamp project team will work with additional Stamp team members on MAP ideation and development and then collaboratively with the CVB staff via conference and video calls to complete the MAP. The completed document and supporting reports will be ready for presentation (see Phase 3 below) within 30 days.
- **Phase 3: Facilitated MAP Presentation:** Once the MAP is complete, a senior Stamp team member will visit the client's location for a facilitated presentation session with board or committee members, City officials, Chamber of Commerce officials, stakeholders, etc.

Check with CVB to ensure that we have not already purchased.

ADN Initial

MAKE YOUR MARK

Attachment: CVB Branding Campaign (2658 : Bid Award and Contract Approval: CVB Branding Campaign)

Other services to be determined and quoted as needed may include:

1. Assist in developing marketing objectives and strategies. Develop communications plans and estimates based on these marketing objectives and strategies. Relate these plans to measured objectives to determine effectiveness.
2. Provide creative, production and media services to deliver traditional and digital marketing and media programs as well as other projects as required by the plan and as agreed to by the client. Arrange photography, printing, display construction, publicity, etc., as needed. Carry through production in all aspects to completion.
3. Provide continuous, as needed, account service and consultation to ensure prompt completion of projects.
4. Provide public relations counsel on matters corporate or marketing, and manage on-going publicity projects in accordance with the plan.
5. Develop and implement specialized areas of promotion as needed such as internal communications, direct response, sales presentations, incentive promotions, etc.
6. Maintain internal procedures that ensure budget control, prompt billing and quality control.

Approvals and authority are provided as follows:

The agency will submit to the client for approval all marketing plans and campaigns; copy, layouts, artwork, storyboards and scripts; media schedules, cost estimates of these various items when required; and other specified projects. The agency will therefore require the client's authority before ordering production materials, making contracts with suppliers and making reservations or contracts for media space or time.

If different than individual authorizing this agreement, the client will designate in writing who within the company may sign approvals and authorizations.

The client may request changes or cancellations, or stop any work in progress, provided they are within the agency's contractual obligations. Where changes or cancellations are requested on previously approved work in progress, the client will reimburse the agency for unrecoverable fees, charges and expenses that may be subject to hourly fees in excess of previously estimated amounts.

Agency compensation is provided for as follows:

Rigorous cost accounting procedures are maintained based on a time keeping and outside expense tracking system. Stamp has established an agency rate of \$175 per hour for Principals and \$150 per hour for all

QD4 Initial

other staff. These rates are multiplied by the amount of billable time invested in strategy and planning, project work and on account supervision.

Cost estimates are provided for all projects (e.g. marketing action plans, traditional and digital marketing and media programs, etc.).

Because of the commission structure of electronic, print, and outdoor media, all such media services contracted for the client will be charged to the client and will include the standard 15% agency commission. All non-commissionable media (media that do not offer an agency discount) will be marked up 17.65% to provide commission revenue of 15% to the agency for placing the non-commissionable media.

Billing procedures are as follows:

Production billing includes account service, creative service, talent costs, photography, printing and any other required outside purchases and is progress billed monthly by project. Media is billed upon insertion order. Invoices are due upon receipt by the client. Stamp reserves the right to charge interest at prevailing rates on accounts 30 days past due.

Agency Activation Fee:

\$7,500

Payable prior to commencement of work on client's behalf. Initial projects are billed against this fee and the balances are progress billed monthly until completion.

If there are any questions concerning our billing procedures, we will be pleased to answer them at any time.

Ownership, custody and control of property:

All logos, identity packages, plans, concepts, copy, design, positioning statements, and other assets prepared and/or purchased for the client shall be the property of the client upon receipt of payment.

Confidentiality of information:

It shall be our duty as the client's agency not to discuss any confidential information entrusted to us by the client without authorization. Further, all studies and research initiated on behalf of the client and paid for by the client, shall remain confidential to the client.

Obligation to media and suppliers:

The agency is authorized to purchase and place advertising, upon client approval, for the client and/or its assigns and to obligate the client contractually or otherwise for payment of such advertising. The agency will service and bill the client for these purchases. Once payment has been made to the agency, the agency assumes full financial responsibility for remitting payment to the media and suppliers in a timely manner.

 Initial



If, however, the client fails to remit payment to the agency, financial responsibility for payment lies with the client and not with the agency. This agreement shall remain in effect until such time as the client notifies the media and suppliers that the client/agency relationship has been discontinued.

The agency shall not be held liable for failure of media or suppliers to meet their obligation.

Legal Liability:

- a) The agency shall not be liable for any delay, omission or error, in any advertisement in the absence of willful fault or neglect.
- b) Hold Harmless. The agency agrees to exercise its best judgment in the preparation and placing of all advertising and publicity for the client with a view to avoiding any claims, proceedings or suits being made or instituted against the client or the agency. It is mutually agreed, however, that the client will indemnify the agency against any loss the agency may incur as the result of any claim, suit or proceedings made or brought against the agency based upon any advertising or publicity which the agency prepared for the client based on information provided by the client and which the client approved before its publication or broadcast. The client will indemnify the agency against any loss the agency may sustain as a result of any claim, suit or proceedings made or brought against the agency based upon:

Assertions made for any of the client's products or services, or any of the products or services of any of the client's competitors in any advertising which the agency may prepare for the client based on information the client provides the agency and which the client approves before its publication (or broadcast); and/or

Any advertising element which is furnished by the client to the agency and which allegedly violates the personal or property rights of anyone.

Termination:

This agreement may be terminated at any time by either party with 90 days written notice. This includes all project work and media programs in accordance with accepted practices of the industry.

Dispute Resolution:

The parties agree that this agreement shall be governed by the laws of Alabama and that all claims and disputes arising out of or in connection with this agreement shall be adjudicated in the Courts of Alabama. The parties agree that the venue for any court proceeding will be Montgomery County, Alabama. The client agrees to pay all costs of collection, including reasonable attorney fees, in the event it becomes necessary for the agency to enforce the terms of this agreement. The agency is entitled to collect interest at a rate of 1½% per month on any balance amount past due over 30 days.

In order to proceed, an officer of the Kingsland Convention & Visitors Bureau must initial the previous pages and sign this Letter of Agreement acknowledging the acceptance of the terms of business as detailed.

 Initial

MAKE YOUR MARK

Attachment: CVB Branding Campaign (2658 : Bid Award and Contract Approval: CVB Branding Campaign)



We look forward to a long, mutually beneficial relationship and to contributing to the achievement of the long-term plans and success of the Kingsland Convention & Visitors Bureau.

Yours sincerely,

David Allred, Agency Principal
Stamp Idea Group, LLC

Terms and conditions accepted by client:

Date MARCH 25, 2019

Signature T. Harvey Po# 19-23366

Name Tonya Harvey

Title Executive Director

Company Kingsland Convention & Visitors Bureau

Please note other individuals within the Kingsland Convention & Visitors Bureau that can sign approvals and authorizations:

Name, Title _____

Name, Title _____

_____ Initial

City of Kingsland
Bid Tabulation
Pax Mixer for Clearwell
RFP #COK 19-038

Tuesday, April 23, 2019 @ 2:00 PM

Vendor	Brand Name of Mixer	Cost	Delivery Fee	Total Cost
SUEZ	Pax	\$24,620.00	N/A	\$24,620.00

Request for Proposal were advertised on GMA and City Websites.

City of Kingsland
 Bid Tabulation
 Vehicle Graphics Striping
 RFP #COK 19-036
 Tuesday, May 7, 2019 @ 2:00 PM

Vendor	Cost per Vehicle	Delivery	Total Cost	ETA
*Screen Graphics of FL Pompano Beach, FL	Non-responsive			
West Chatham Warning Devices Savannah, GA	\$600.00	N/A	\$2,400.00	20 Days
Dalton Signs, Inc. Savannah, GA	\$616.25	N/A	\$2,465.00 \$2,400.00**	7-10 Days

*The references given by Screen Graphics were non-responsive. All information was not submitted with bid proposal.

**Qualifies for local vendor match, Purchasing Ordinance, Division 6, Sec. 2-121.

Request for Proposal was advertised on GMA and City Websites.

City of Kingsland
Quote Tabulation
Credit Card Processor
May 1, 2019

Vendor	Rate billed to City	Rate charged to Customer	Add'l Fee to City from Software	Credit Card Payment Posting Process
Government Windows	N/A	3% retained by GW	\$1,489/annual	automatic for utilities, duplicate for other modules
Open Edge	IC + .14%	3% retained by City to cover processing fees	\$1.25/per online/phone credit card transaction	automatic for all modules
First Data	IC + .14%	3% retained by City to cover processing fees	\$1,489/annual	automatic for utilities, duplicate for other modules

Notes: Other payment options available to customers without a fee include: cash, check, money order, recurring credit or checking account draft.