



Pat Graham
Chairman

Joe Goodman
District 1

Kenny Shook
District 2

Rolando Alvarez
District 3

Alex Ward
District 4

Tim Walker
District 5

Deborah Lynn
District 6

Srikanth Yamala
County Manager

Board of Commissioners Voting Session

Amended Agenda

Tuesday, January 28, 2025 - 6:00 PM

I. Call to Order, Invocation, Pledge to Flag

II. Approval of Agenda

III. Remarks by Commissioners

IV. Approval of Minutes

- a) January 14, 2025 Special Called Meeting Minutes
- b) January 14, 2025 Executive Session Meeting Affidavit
- c) January 14, 2025 Voting Session Meeting Minutes

V. Public Comment on Agenda Items

Limit to two minutes per person on agenda items which are not scheduled to have a public hearing.

VI. Consent Agenda

- a) Consideration to approve the reappointment of Dr. Frankie Hill to the Advantage Behavioral Health System Community Service Board for a three-year term to expire on January 28, 2028.
- b) Consideration to approve the appointment of Debbie Reed to the Airport Authority Board for a two-year term that will expire on February 1, 2027. This is an at-large appointment.
- c) Consideration to approve the reappointment of Joe Vann to the Airport Authority Board for a two-year term that will expire on February 1, 2027. Commission District 1.
- d) Consideration to approve the appointment of Nick Patrick to the Airport Authority Board for a two-year term that will expire on February 1, 2027. Commission District 2.
- e) Consideration to approve the reappointment of Glenn Whitley to the Airport Authority Board for a two-year term that will expire on February 1, 2027. Commission District 3.
- f) Consideration to approve the appointment of Jimmy Abdou to the Airport Authority Board for a two-year term that will expire on February 1, 2027. Commission District 4.

- g) Consideration to approve the appointment of Wayne W. DuBose to the Airport Authority Board for a two-year term that will expire on February 1, 2027. Commission District 5.
- h) Consideration to approve the appointment of Richard Crowe to the Airport Authority Board for a two-year term that will expire on February 1, 2027. Commission District 6.

VII. New Business

- a) Consideration to approve and authorize the Board of Commissioners to execute the resolutions necessary to effectuate the collection of fees for the Tax Commissioner's Office.
- b) Consideration to approve the Professional Services Agreement with Southeast Corrections, LLC with an effective date of January 1, 2025 and to authorize the Chairman to execute the agreement.
- c) Consideration to approve the Professional Services Agreement Amendment No. 2 with Cornerstone Government Affairs, Inc., and authorize the Chairman to execute the agreement.
- d) Consideration to approve the Intergovernmental Lighting Agreement between the Georgia Department of Transportation and Barrow County for the roundabout lighting at SR 81 at CR 410/Tom Miller Road and to authorize the Chairman to execute the agreement.
- e) Consideration to approve the Intergovernmental Lighting Agreement between the Georgia Department of Transportation and Barrow County for the roundabout lighting at SR 82 at CR 139/CR 267/Bowman Mill Road and to authorize the Chairman to execute the agreement.
- f) Consideration to approve the revisions to the FY 2025 Water and Wastewater Rates.
- g) Consideration to approve a resolution requesting Local Legislation to dissolve the Barrow County Airport Authority and to transfer the assets, liabilities, operations, and responsibilities of the Barrow County Airport Authority to the Barrow County Government.
- h) Consideration to approve a resolution requesting Local Legislation to amend the local governing the Barrow County Board of Elections and Registration to modify the protocol of the appointment of the Board of Elections and Registration Members.

VIII. Executive Session

Executive Session allows discussion of matters properly excluded from the Georgia Open and Public Meetings Law (O.C.G.A. §50-14), specifically:

- Pending or potential litigation, settlement, claims, administrative proceedings or other judicial actions,
- Discussion of future acquisition, disposition, or lease of real estate
- Discussing or deliberating upon the appointment, employment, hiring, disciplinary action or dismissal, or performance of a public officer or employee
- Discussion of a record exempt from disclosure where consideration of the record cannot be had without disclosure of the record

No action will be taken during this session.

IX. Adjournment

Barrow County Government will assist citizens with special needs given proper notice (seven working days). Any requests for reasonable accommodations required by individuals to fully participate in any open meeting, program, or activity of Barrow County Government should be directed to the Clerk of Commission; 30 North Broad Street, Winder, GA 30680; telephone number is 770-307-3005.

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: January 28, 2025

SUBMITTED BY: Abril Olivas, County Clerk

ITEM TYPE: Minutes

AGENDA SECTION: Approval of Minutes

SUBJECT: January 14, 2025 Special Called Meeting Minutes

Work Session:

Voting Session

Options:

- Approval of the January 14, 2025 Special Called Meeting Minutes
- Denial of the January 14, 2025 Special Called Meeting Minutes

ATTACHMENTS:

[DRAFT Special Called Minutes.pdf](#)



**Board of Commissioners Special Called
Draft Minutes
Tuesday, January 14, 2025 - 5:00 PM**

I. Call to Order

The meeting was called to order by Chairman Pat Graham at 5:00 p.m.

Attendee Name	Title	Status
Pat Graham	Chairman	Present
Joe Goodman	District 1	Absent
Kenny Shook	District 2	Present
Rolando Alvarez	District 3	Present
Alex Ward	District 4	Present
Tim Walker	District 5	Present
Deborah Lynn	District 6	Present
Srikanth Yamala	County Manager	Present
Also Present: County Attorney Charles Ferguson, County Manager Wes Geddings and County Clerk Abril Olivas.		

II. Executive Session

RESULT:	PASSED [UNANIMOUS]
MOVER:	Pat Graham, Chairman
SECONDER:	Kenny Shook, District 2
AYES:	Graham, Shook, Alvarez, Ward, Walker, Lynn

Motion to enter executive session at 5:01 p.m. Motion made by Graham, seconded by Shook. Voting results shown in the box above.

RESULT:	PASSED [UNANIMOUS]
MOVER:	Pat Graham, Chairman
SECONDER:	Tim Walker, District 5
AYES:	Graham, Shook, Alvarez, Ward, Walker, Lynn

Motion to adjourn executive session and return to regular session at 6:01 p.m. Motion made by Graham, seconded by Walker. Voting results shown in the box above.

III. Adjournment

RESULT:	PASSED [UNANIMOUS]
MOVED:	Pat Graham, Chairman
SECONDER:	Alex Ward, District 4
AYES:	Graham, Shook, Alvarez, Ward, Walker, Lynn

Motion to adjourn Motion made by Graham, seconded by Ward. Voting results shown in the box above.

These Minutes have not been approved by the Barrow County Board of Commissioners.

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: January 28, 2025

SUBMITTED BY: Abril Olivas, County Clerk

ITEM TYPE: Minutes

AGENDA SECTION: Approval of Minutes

SUBJECT: January 14, 2025 Executive Session Meeting Affidavit

Work Session:

Voting Session

Options:

- Approval of the January 14, 2025 Executive Session Meeting Affidavit
- Denial of the January 14, 2025 Executive Session Meeting Affidavit

ATTACHMENTS:

[Executive Session Meeting Affidavit.pdf](#)

STATE OF GEORGIA
COUNTY OF BARROW

AFFIDAVIT OF BARROW COUNTY BOARD OF COMMISSIONERS

Members of the Barrow County Board of Commissioners; being duly sworn, state under oath that the following is true and accurate to the best of their knowledge and belief:

1.

The Barrow County Board of Commissioners met in a duly advertised meeting on January 14, 2025.

2.

During such meeting, the Board voted to go into closed session.

3.

The executive session was called to order at 5:01 p.m.

4.

The subject matter of the closed portion of the meeting was devoted to the following within the exceptions provided by the open meetings law:

Consultation with the county attorney or other legal counsel to discuss pending and potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against the county or any officer or employee or in which the county or any officer or employee may be directly involved as provided in O.C.G.A. §50-14-2(1);

Discussion of tax matters made confidential by state law as provided in O.C.G.A. §50-14-1(2) and O.C.G.A. §_____;

Discussion of the purchase, disposal or lease of property, ordering of an appraisal related to the acquisition or disposal of real estate, entering into a contract to purchase, dispose of, or lease property (subject to approval in a subsequent public vote), and/or entering into an option to purchase, dispose of, or lease real estate (subject to approval in subsequent public vote) as provided by O.C.G.A. § 50-14-3(b)(1)(B)(C)(D) and (E);

Discussion or deliberation on the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a county officer or employee or interviewing applicants for the position of the executive head of an agency as provided in O.C.G.A § 50-14-3(b)(2);

Other: _____ as provided in O.C.G.A §_____.

This 14th day of January 2025.

Barrow County Board of Commissioners

Pat Graham, Chairman

Joe Goodman, District 1

Rolando Alvarez, District 3

Tim Walker, District 5

Kenny Shook, District 2

Alex Ward, District 4

Deborah Lynn, District 6

Sworn to and subscribed before me this 14th day of January, 2025.

Notary Public

My Commission Expires: October 17, 2027 (SEAL)



Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: January 28, 2025

SUBMITTED BY: Abril Olivas, County Clerk

ITEM TYPE: Minutes

AGENDA SECTION: Approval of Minutes

SUBJECT: January 14, 2025 Voting Session Meeting Minutes

Work Session:

Voting Session

Options:

- Approval of the January 14, 2025 Voting Session Meeting Minutes
- Denial of the January 14, 2025 Voting Session Meeting Minutes

ATTACHMENTS:

[DRAFT Voting Session Meeting Minutes.pdf](#)



**Board of Commissioners Voting Session
Draft Minutes
Tuesday, January 14, 2025 - 6:00 PM**

I. Call to Order, Invocation, Pledge to Flag

The meeting was called to order by Chairman Pat Graham at 6:02 p.m.

Attendee Name	Title	Status
Pat Graham	Chairman	Present
Joe Goodman	District 1	Absent
Kenny Shook	District 2	Present
Rolando Alvarez	District 3	Present
Alex Ward	District 4	Present
Tim Walker	District 5	Present
Deborah Lynn	District 6	Present
Srikanth Yamala	County Manager	Present

Also Present: County Attorney Charles Ferguson and County Clerk Abril Olivas.

Commissioner Lynn led the invocation.

II. Approval of Agenda

RESULT:	PASSED [UNANIMOUS]
MOVER:	Pat Graham, Chairman
SECONDER:	Rolando Alvarez, District 3
AYES:	Graham, Alvarez, Ward, Walker, Lynn, Shook

Motion to amend the agenda and remove item IIIV. F. It will be placed in a future meeting agenda. Motion made by Graham, seconded by Alvarez. Voting results shown in the box above.

III. Remarks by Commissioners

IV. Approval of Minutes

RESULT:	PASSED [UNANIMOUS]
MOVER:	Alex Ward, District 4
SECONDER:	Tim Walker, District 5
AYES:	Graham, Alvarez, Ward, Walker, Lynn, Shook

Motion to approve. Motion made by Ward, seconded by Walker. Voting results shown in the box above.

- a) December 10, 2024 Voting Session Meeting Minutes
- b) December 13, 2024 Special Called Meeting Minutes

V. Public Comment on Agenda Items

VI. Public Hearings

a) **RZ 2024-038 (XX038 010 XX038 014) 1481 and 1495 Carl-Bethlehem Rd.; James H. Pepper/Applicant; Stacey Pepper and The Pepper Family Revocable Living Trust/Owners.** Request to rezone +/- 5.22 acres from AG (Agricultural) and AR (Agricultural Residential) to R1 (Low Density Single Family Residential).

RESULT: PASSED [UNANIMOUS]

MOVER: Alex Ward, District 4

SECONDER: Kenny Shook, District 2

AYES: Graham, Alvarez, Ward, Walker, Lynn, Shook

Motion to approve with staff recommendations.

STAFF RECOMMENDATIONS:

Staff recommends APPROVAL of the request to rezone 5.32± acres from AR (Agricultural Residential) and AG (Agricultural) to R-1 (Low-Density Single- Family Residential) to support the subdivision of the property, with the following conditions:

1. The lot size on Tract 1 shall adhere to the minimum district standards of the R-1 Low Density Single-Family Residential district, as required by Article IV, Lot and Building Standards: a minimum lot size of 1 acre served by an individual septic system.
2. Should Tract 3 be developed or further divided, all disturbed area in the front yards and 15' of the side yards must be sodded.
3. Should Tract 3 be developed or further divided, construction of any single-family home(s) must be constructed out of brick, stone, stucco, masonry siding, or any combination of these materials.

Motion made by Ward, seconded by Shook. Motion with the voting results shown in the box above.

b) **BOC RZ SU 2025-007 (XX075 016) 0 Manger Ave. W.; Barrow County Board of Commissioners/Applicant; The Bobbie Ann Reynolds Non Exempt Residuary Trust/Owner.** Board Initiated Change In Conditions to Condition #14 to RZ SU 2024-020 for garage frontage.

RESULT: PASSED [UNANIMOUS]

MOVER: Pat Graham, Chairman

SECONDER: Alex Ward, District 4

AYES: Graham, Alvarez, Ward, Walker, Lynn, Shook

Motion to approve with staff recommendations.

STAFF RECOMMENDATIONS:

14. (#5) Garages may be located in the rear of the lot with rear access to the lot. Where rear access is not available, or cannot be developed, garages must be set back at least five (5) feet behind the front façade of the house. Garage doors shall not occupy more than 50% of the width of the front façade.

AUGUST 9, 2024, PROFFERED CONDITION:

15. (#11) The residential development shall consist of for-sale homes and shall be managed by a mandatory Homeowners Association. There shall be an overall 7% cap on leased-by-owner rental units.

Motion made by Graham, seconded by Ward. Motion with the voting results shown in the box above.

c) **BOC FLUM 2025-008 (XX042 004A) 367 Chandler Rd.; Barrow County Board of Commissioners/Applicant; Keylor Vega/Owner.** Board Initiated FLUM Amendment (Future Land Use Amendment) (RZ 2024-025) from Suburban Neighborhood to Traditional Neighborhood.

RESULT:	PASSED [UNANIMOUS]
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MOVER:	Alex Ward, District 4
SECONDER:	Kenny Shook, District 2
AYES:	Graham, Alvarez, Ward, Walker, Lynn, Shook

Motion to approve the Future Land Use Map (FLUM) Amendment from Suburban Neighborhood to Traditional Neighborhood. Motion made by Ward, seconded by Shook. Motion with the voting results shown in the box above.

VII. Consent Agenda

RESULT:	PASSED [UNANIMOUS]
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MOVER:	Pat Graham, Chairman
SECONDER:	Rolando Alvarez, District 3
AYES:	Graham, Alvarez, Ward, Walker, Lynn, Shook

Motion to approve the Consent Agenda and remove item VII.G. Motion made by Graham, seconded by Alvarez. Voting results shown in the box above.

- a) Consideration to approve the reappointment of Angela Willingham to the Keep Barrow Beautiful Board for a four-year term that will expire on December 31, 2028. This is an at-large appointment.
- b) Consideration to approve the appointment of Micaela Bernius to the Keep Barrow Beautiful Board for a four-year term that will expire on December 31, 2028. Commission District 1.
- c) Consideration to approve the appointment of Mace Strickland to the Keep Barrow Beautiful Board for a four-year term that will expire on December 31, 2028. Commission District 2.
- d) Consideration to approve the reappointment of Debbie Gibson to the Keep Barrow Beautiful Board for a four-year term that will expire on December 31, 2028. Commission District 3.
- e) Consideration to approve the appointment of Mason Orr to the Board of Appeals for a four-year term that will expire on December 31, 2028. This is an at-large appointment.
- f) Consideration to approve the reappointment of Joe Goodman to the Northeast Georgia Regional Solid Waste Management Authority for a four-year term that will expire on December 31, 2028.
- g) ~~Consideration to approve the reappointment of Rudy Krause to the Northeast Georgia Regional Solid Waste Management Authority for a four year term that will expire on December 31, 2028.~~
- h) Consideration to approve the reappointment of Srikanth Yamala, County Manager, as the proportional voting member on the Upper Oconee Basin Water Authority for a term that will begin July 1, 2025 and expire on June 30, 2026.
- i) Consideration to approve the reappointment of Chris Yancey, Public Works Director, as the alternate for the proportional voting member on the Upper Oconee Basin Water Authority for a term that will begin July 1, 2025 and expire on June 30, 2026.

- j) Consideration to approve the reappointment of Joe Goodman, District 1 Commissioner, as the alternate for the full voting member on the Upper Oconee Basin Water Authority for a term that will begin July 1, 2025 and expire on June 30, 2026.
- k) Consideration to approve the appointment of Robert Lanham to the Planning Commission for four-year term that will expire on December 31, 2028. Commission District 3.

VIII. New Business

- a) Consideration to approve Chairman Pro-Tempore for 2025.

RESULT: PASSED [UNANIMOUS]

MOVER: Pat Graham, Chairman

SECONDER: Deborah Lynn, District 6

AYES: Graham, Alvarez, Ward, Walker, Lynn, Shook

Motion to nominate the appointment of Tim Walker as Chairman Pro Tem for 2025. Motion made by Graham, seconded by Lynn. Motion with the voting results shown in the box above.

- b) Consideration to approve the appointment of Kyle Thompson as the Ex-Officio Member to the Keep Barrow Beautiful Board.

RESULT: PASSED [UNANIMOUS]

MOVER: Pat Graham, Chairman

SECONDER: Rolando Alvarez, District 3

AYES: Graham, Alvarez, Ward, Walker, Lynn, Shook

Motion to approve. Motion made by Graham, seconded by Alvarez. Motion with the voting results shown in the box above.

- c) Presentation of the Barrow County FY 2024 Audit.

Sam Latimer of Rushton LLC presented the Board with the FY 2024 Audit.

- d) Consideration to approve the acceptance of grant funds from the Barrow Community Crisis Fund in the amount of \$22,046.55 for the purchase of specialized forcible entry tools.

RESULT: PASSED [UNANIMOUS]

MOVER: Rolando Alvarez, District 3

SECONDER: Alex Ward, District 4

AYES: Lynn, Shook, Graham, Alvarez, Ward, Walker

Motion to approve as requested. Motion made by Alvarez, seconded by Ward. Motion with the voting results shown in the box above.

- e) Consideration to approve a Memorandum of Agreement between the Prosecuting Attorney's Council of Georgia (PACGA) for grant funding of a prosecution-based Victims of Crime Act (VOCA) Victim's Assistance Grant program, and to authorize the designation of the County Manager as the County official authorized to execute all grant-related programmatic and financial reports.

RESULT: PASSED [UNANIMOUS]

MOVER: Alex Ward, District 4

SECONDER: Rolando Alvarez, District 3

AYES: Graham, Alvarez, Ward, Walker, Lynn, Shook

Motion to approve as presented. Motion made by Ward, seconded by Alvarez. Motion with the voting results shown in the box above.

f) ~~Consideration to approve the revisions to the FY 2025 Water and Wastewater Rates.~~

g) Consideration to approve the ratification of the Georgia Transportation Infrastructure SRTA Grant Application executed by the Chairman.

RESULT: PASSED [UNANIMOUS]

MOVER: Tim Walker, District 5

SECONDER: Deborah Lynn, District 6

AYES: Graham, Alvarez, Ward, Walker, Lynn, Shook

Motion to approve as presented. Motion made by Walker, seconded by Lynn. Motion with the voting results shown in the box above.

h) Consideration to approve the Barrow County Transportation Division to submit the Georgia Department of Transportation LAP Certification Application.

RESULT: PASSED [UNANIMOUS]

MOVER: Pat Graham, Chairman

SECONDER: Tim Walker, District 5

AYES: Graham, Alvarez, Ward, Walker, Lynn, Shook

Motion to approve as presented. Motion made by Graham, seconded by Walker. Motion with the voting results shown in the box above.

i) Consideration to approve the Safe Streets and Roads for All (SS4A) Comprehensive Safety Action Plan.

RESULT: PASSED [UNANIMOUS]

MOVER: Pat Graham, Chairman

SECONDER: Kenny Shook, District 2

AYES: Graham, Alvarez, Ward, Walker, Lynn, Shook

Motion to approve. Motion made by Graham, seconded by Shook. Motion with the voting results shown in the box above.

IX. Executive Session

X. Adjournment

RESULT: PASSED [UNANIMOUS]

MOVER: Pat Graham, Chairman

SECONDER: Alex Ward, District 4

AYES: Graham, Alvarez, Ward, Walker, Lynn, Shook

Motion to adjourn at 6:45 p.m. Motion made by Graham, seconded by Ward. Voting results shown in the box above.

These Minutes have not been approved by the Barrow County Board of Commissioners.

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: January 28, 2025

SUBMITTED BY: Abril Olivas, County Clerk

ITEM TYPE: Appointment

AGENDA SECTION: **Consent Agenda**

SUBJECT: Consideration to approve the reappointment of Dr. Frankie Hill to the Advantage Behavioral Health System Community Service Board for a three-year term to expire on January 28, 2028.

Work Session:

Voting Session

Background/Summary:

Kathleen Carter, Administrative Executive Assistant (Advantage Behavioral Health Systems): Our board would appreciate consideration of reappointing Dr. Frankie Hill to our Advantage Health Systems Community Service Board. If the commission approves this request, please send me a copy of the minutes or a letter indicating the reappointment. She will continue to be active an active board member unless she resigns or someone else is appointed.

ATTACHMENTS:

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: January 28, 2025

SUBMITTED BY: Abril Olivas, Board of Commissioners

ITEM TYPE: Appointment

AGENDA SECTION: **Consent Agenda**

SUBJECT: Consideration to approve the appointment of Debbie Reed to the Airport Authority Board for a two-year term that will expire on February 1, 2027. This is an at-large appointment.

Work Session:

Voting Session

ATTACHMENTS:

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: January 28, 2025

SUBMITTED BY: Abril Olivas, County Clerk

ITEM TYPE: Appointment

AGENDA SECTION: **Consent Agenda**

SUBJECT: Consideration to approve the reappointment of Joe Vann to the Airport Authority Board for a two-year term that will expire on February 1, 2027. Commission District 1.

Work Session:

Voting Session

ATTACHMENTS:

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BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: January 28, 2025

SUBMITTED BY: Abril Olivas, County Clerk

ITEM TYPE: Appointment

AGENDA SECTION: **Consent Agenda**

SUBJECT: Consideration to approve the appointment of Nick Patrick to the Airport Authority Board for a two-year term that will expire on February 1, 2027. Commission District 2.

Work Session:

Voting Session

ATTACHMENTS:

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: January 28, 2025

SUBMITTED BY: Abril Olivas, County Clerk

ITEM TYPE: Appointment

AGENDA SECTION: **Consent Agenda**

SUBJECT: Consideration to approve the reappointment of Glenn Whitley to the Airport Authority Board for a two-year term that will expire on February 1, 2027. Commission District 3.

Work Session:

Voting Session

ATTACHMENTS:

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BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: January 28, 2025

SUBMITTED BY: Abril Olivas, County Clerk

ITEM TYPE: Appointment

AGENDA SECTION: **Consent Agenda**

SUBJECT: Consideration to approve the appointment of Jimmy Abdou to the Airport Authority Board for a two-year term that will expire on February 1, 2027. Commission District 4.

Work Session:

Voting Session

ATTACHMENTS:

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BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: January 28, 2025

SUBMITTED BY: Abril Olivas, County Clerk

ITEM TYPE: Appointment

AGENDA SECTION: **Consent Agenda**

SUBJECT: Consideration to approve the appointment of Wayne W. DuBose to the Airport Authority Board for a two-year term that will expire on February 1, 2027. Commission District 5.

Work Session:

Voting Session

ATTACHMENTS:

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BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: January 28, 2025

SUBMITTED BY: Abril Olivas, County Clerk

ITEM TYPE: Appointment

AGENDA SECTION: **Consent Agenda**

SUBJECT: Consideration to approve the appointment of Richard Crowe to the Airport Authority Board for a two-year term that will expire on February 1, 2027. Commission District 6.

Work Session:

Voting Session

ATTACHMENTS:

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: January 28, 2025

SUBMITTED BY: Abril Olivas, County Clerk

ITEM TYPE: Resolution

AGENDA SECTION: New Business

SUBJECT: Consideration to approve and authorize the Board of Commissioners to execute the resolutions necessary to effectuate the collection of fees for the Tax Commissioner's Office.

Work Session:

Voting Session

Options:

- Approval of the resolutions
- Denial of the resolutions

Finance Officer Comments (if applicable):

The attached resolutions are brought to the Board of Commissioners every four years for approval. The resolutions allows the Tax Commissioners Office to accept payments other than cash. Also, if there is an error on the behalf of the Tax Commissioners Office or the Tax Assessors Office a penalty can be removed. An example of an error would be if the tax payers property was given an incorrect assessment.

ATTACHMENTS:

[Resolution Authorizing Waiver of Penalties and Interest.pdf](#)

[Resolution Authorizing Refunds for Obvious Clerical Errors.pdf](#)

[Resolution Authorizing Judicial In Rem Tax Sales.pdf](#)

[Resolution Authorizing Forms of Payment.pdf](#)

**COUNTY OF BARROW)
STATE OF GEORGIA)**

RESOLUTION NO. _____

**A RESOLUTION BY THE BOARD OF COMMISSIONERS OF BARROW COUNTY
AUTHORIZING THE BARROW COUNTY TAX COMMISSIONER TO WAIVE
PENALTIES AND INTEREST WHEN SUCH PENALTIES OR INTEREST WERE
INCURRED DUE TO REASONABLE CAUSE AND NOT WILLFUL NEGLECT OR
DISREGARD OF THE LAW PURSUANT TO O.C.G.A. § 48-5-242**

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

WHEREAS, pursuant to O.C.G.A. § 48-5-242 (a) and (c), the governing authority of a county may waive penalties and interest for the failure to comply with the laws governing the assessment and collection of ad valorem taxes when the default giving rise to such penalties and interest was due to reasonable cause and not due to gross or willful neglect or disregard of the law or of regulations or instructions issued pursuant to the law; and

WHEREAS, pursuant to O.C.G.A. § 48-5-242 (a) and (c), the governing authority of a county may elect to waive such penalties in whole or in part on a case-by-case basis or may delegate its authority to waive penalties and interest to the tax commissioner of such county; and

WHEREAS, pursuant to O.C.G.A. § 48-5-242 (b), the governing authority is neither authorized to waive penalties and interest arising from the failure of the taxpayer to comply with the terms, conditions, or covenants required with respect to properties receiving any type of preferential assessment, nor may the governing authority delegate such authority to the tax commissioner; and

WHEREAS, the Barrow County Board of Commissioners has determined that it is in the bests interests of the County and its taxpayers to authorize the Barrow County Tax Commissioner to waive penalties and interest except in cases of preferential assessments when the Tax Commissioner reasonably determines that the default giving rise to the penalty or interest was due to reasonable cause and not due to gross or willful neglect or disregard of the law or of regulations or instructions issued pursuant to the law.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Barrow County, acting in its capacity as the governing authority of Barrow County, does hereby authorize the Barrow County Tax Commissioner to waive penalties and interest except in cases of preferential assessments when the Tax Commissioner reasonably determines that the default giving rise to the penalty or interest was due to reasonable cause and not due to gross or willful neglect or disregard of the law or of regulations or instructions issued pursuant to the law; and

BE IT FURTHER RESOLVED that all previous Resolutions of the Board of Commissioners of Barrow County adopted pursuant to O.C.G.A. § 48-5-242 are hereby superseded and repealed.

SO RESOLVED AND ADOPTED, this _____ day of _____, 2025, by the Board of Commissioners of Barrow County.

**BARROW COUNTY BOARD OF
COMMISSIONERS**

Pat Graham, Chairman

Joe Goodman, District 1

Kenny Shook, District 2

Rolando Alvarez, District 3

Alex Ward, District 4

Tim Walker, District 5

Deborah Lynn, District 6

Attest:

Abril Olivas
County Clerk

**COUNTY OF BARROW)
)
STATE OF GEORGIA)**

RESOLUTION NO. _____

**A RESOLUTION BY THE BOARD OF COMMISSIONERS OF BARROW COUNTY
AUTHORIZING THE BARROW COUNTY TAX COMMISSIONER TO CORRECT
OBVIOUS CLERICAL ERRORS PURSUANT TO O.C.G.A. § 48-5-380**

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

WHEREAS, pursuant to O.C.G.A. § 48-5-380 (a) and (b), taxpayers are entitled to a refund of taxes within three years of the date of payment and license fees within one year of payment when such taxes or license fees are determined to have been erroneously or illegally assessed and collected from the taxpayers under the laws of this state or under the resolutions or ordinances of the county or such taxes and license fees are determined to have been voluntarily or involuntarily overpaid by the taxpayers; and

WHEREAS, pursuant to O.C.G.A. § 48-5-380 (e) the Barrow County Board of Commissioners is authorized to adopt rules and regulations governing the administration of tax refund claims brought under O.C.G.A. § 48-5-380 and may delegate the approval or disapproval of such claims to the Barrow County Tax Commissioner only “where the reason for the claim is based on an obvious clerical error[.]”

WHEREAS, the Barrow County Board of Commissioners has determined that it is in the bests interests of the County and its taxpayers to delegate the authority to approve or disapprove claims for tax refunds to the Barrow County Tax Commissioner in those cases where the request

is timely and the reason for the claim is based on an obvious clerical error in accordance with O.C.G.A. § 48-5-380 (e).

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Barrow County, acting in its capacity as the governing authority of Barrow County, does hereby delegate the authority to approve or disapprove claims for tax refunds brought within three years of the date of payment and claims for a refund of license fees brought within one year of payment to the Barrow County Tax Commissioner when the reason for such claims is based on an obvious clerical error in accordance with O.C.G.A. § 48-5-380 (e); and

BE IT FURTHER RESOLVED that the Tax Commissioner shall prepare and provide to the Board of Commissioners a quarterly report, on or before the 15th of January, April, August and December of each calendar year, showing the claims resolved either by approval or disapproval in the preceding quarter, which report shall include the date of the claim, the tax parcel number of the subject property, and, if applicable, the amount of refund issued and the time period for which the claim was resolved; and

BE IT FURTHER RESOLVED that all previous Resolutions of the Board of Commissioners of Barrow County adopted pursuant to O.C.G.A. § 48-5-380 (e) are hereby superseded and repealed.

SO RESOLVED AND ADOPTED, this _____ day of _____, 2025, by the Board of Commissioners of Barrow County.

**BARROW COUNTY BOARD OF
COMMISSIONERS**

Pat Graham, Chairman

Joe Goodman, District 1

Kenny Shook, District 2

Rolando Alvarez, District 3

Alex Ward, District 4

Tim Walker, District 5

Deborah Lynn, District 6

Attest:

Abrial Olivas
County Clerk

COUNTY OF BARROW)
)
STATE OF GEORGIA)

RESOLUTION NO. _____

**A RESOLUTION BY THE BOARD OF COMMISSIONERS OF BARROW COUNTY
AUTHORIZING THE BARROW COUNTY TAX COMMISSIONER TO CONDUCT
JUDICIAL IN REM FORECLOSURES PURSUANT TO O.C.G.A. § 48-4-76**

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

WHEREAS, the Georgia legislature has determined that nonjudicial tax foreclosure procedures are inefficient, lengthy, and commonly result in title to real property which is neither marketable nor insurable; and

WHEREAS, pursuant to O.C.G.A. § 48-4-76 (a), the local governing authority of any county is authorized to proceed with judicial in rem tax foreclosures for delinquent taxes in accordance with the provisions of Article 5, Chapter 4, of Title 48 of the Official Code of Georgia upon the adoption of a resolution or ordinance authorizing such procedures; and

WHEREAS, the Barrow County Board of Commissioners has determined that it is in the bests interests of the County and its taxpayers to authorize the Barrow County Tax Commissioner to utilize the judicial in rem tax foreclosure procedures for the collection of delinquent taxes in accordance with the provisions of Article 5, Chapter 4, of Title 48 of the Official Code of Georgia.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Barrow County, acting in its capacity as the governing authority of Barrow County, does hereby authorize the Barrow County Tax Commissioner to utilize the judicial in rem tax foreclosure procedures for

the collection of delinquent taxes in accordance with the provisions of Article 5, Chapter 4, of Title 48 of the Official Code of Georgia; and

BE IT FURTHER RESOLVED that all previous Resolutions of the Board of Commissioners of Barrow County adopted pursuant to O.C.G.A. § 48-4-76 (a) are hereby superseded and repealed.

SO RESOLVED AND ADOPTED, this _____ day of _____, 2025, by the Board of Commissioners of Barrow County.

**BARROW COUNTY BOARD OF
COMMISSIONERS**

Pat Graham, Chairman

Joe Goodman, District 1

Kenny Shook, District 2

Rolando Alvarez, District 3

Alex Ward, District 4

Tim Walker, District 5

Deborah Lynn, District 6

Attest:

Abril Olivas
County Clerk

COUNTY OF BARROW)
)
STATE OF GEORGIA)

RESOLUTION NO. _____

**A RESOLUTION BY THE BOARD OF COMMISSIONERS OF BARROW COUNTY
AUTHORIZING AND ESTABLISHING POLICY FOR THE BARROW COUNTY TAX
COMMISSIONER TO ACCEPT FORMS OF PAYMENT OTHER THAN CASH FOR
THE PAYMENT OF AD VALOREM TAXES, FEES, OR OTHER ASSESSMENTS**

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

WHEREAS, pursuant to O.C.G.A. § 48-5-9.1, the governing authority of each county may by appropriate resolution or ordinance elect to receive in payment of ad valorem taxes any form of payment; and

WHEREAS, pursuant to O.C.G.A. § 48-5-146, the county governing authority may prescribe the manner and conditions upon which a tax commissioner may accept forms of payment other than cash; and

WHEREAS, pursuant to O.C.G.A. § 48-5-146, county tax commissioners may not be held personally liable for unpaid checks or money orders when the county governing authority has authorized the tax commissioner to accept such forms of payment, the payment was received by the tax commissioner in the manner and under the conditions prescribed by the governing authority, and the tax commissioner has taken appropriate steps to collect payment following notice that the check or money order is unpaid; and

WHEREAS, the Barrow County Board of Commissioners has determined that it is in the bests interests of the County and its taxpayers to authorize the Barrow County Tax Commissioner to accept forms of payment other than cash pursuant to O.C.G.A. §§ 48-5-9.1 and 48-5-146.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Barrow County, acting in its capacity as the governing authority of Barrow County, does hereby authorize the Barrow County Tax Commissioner to accept forms of payment other than cash, including debit, credit, personal checks, company checks, certified checks, treasurer's checks, cashier's checks, bank money orders, postal money orders, and express money orders, in payment of taxes, assessments, and fees subject to the following rules and procedures:

- (1) Acceptance of debit and credit cards.
 - (a) There shall be a three percent (2.5% - 3.00% or \$ minimum of 1.50) charge added for each credit or debit card transaction.
- (2) Acceptance of checks and money orders.
 - (a) Any check or money order shall be deemed to be payment as of the time it is received by the Barrow County Tax Commissioner, provided that the check or money order is duly paid upon presentation to the drawee.
 - (b) If a check or money order so received is not duly paid upon presentation to the drawee:
 - (c) The Barrow County Tax Commissioner shall make a written demand for payment to the taxpayer within 30 days after receiving notification of the dishonor of the check or money order, which shall be sent by certified mail or statutory overnight delivery to the taxpayer's last address as it appears on the latest records of the Tax Commissioner;

- (d) Unless payment is received within 20 days from the written demand for payment, the Barrow County Tax Commissioner shall initiate at least one of the rights and remedies allowed by law for the enforcement of the collection and payment of taxes, assessments, and fees within 40 days from the written demand for payment;
- (e) The person on whose account the check or money order was tendered shall remain liable for the payment of the tax or license fee and for all legal penalties and additions to the same extent as if the check or money order had not been tendered;
- (f) Barrow County shall have a lien for the amount of the check or money order upon all assets of the bank or trust company on which drawn or for the amount of the money order upon all the assets of the issuer of the money order; and
- (g) In addition to any other penalties provided by law, there shall be paid as a penalty by the person who tendered the check or money order upon notice and demand of the Barrow County Tax Commissioner, in the same manner as tax, an amount equal to 1 percent of the amount of the check or money order, except that, if the amount of the check or money order is less than \$500.00, the penalty shall be the lesser of \$5.00 or the amount of the check or money order. This paragraph shall not apply if the person who tendered the check or money order shows to the satisfaction of the Barrow County Tax Commissioner that it was tendered in good faith and with reasonable cause to believe it would be duly paid.

BE IT FURTHER RESOLVED that all previous Resolutions of the Board of Commissioners of Barrow County adopted pursuant to O.C.G.A. §§ 48-5-9.1 and 48-5-146 are hereby superseded and repealed.

SO RESOLVED AND ADOPTED, this _____ day of _____, 2025, by the Board of Commissioners of Barrow County.

**BARROW COUNTY BOARD OF
COMMISSIONERS**

Pat Graham, Chairman

Joe Goodman, District 1

Kenny Shook, District 2

Rolando Alvarez, District 3

Alex Ward, District 4

Tim Walker, District 5

Deborah Lynn, District 6

Attest:

Abril Olivas
County Clerk

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: January 28, 2025

SUBMITTED BY: Abril Olivas, Courts

ITEM TYPE: Agreement

AGENDA SECTION: New Business

SUBJECT: Consideration to approve the Professional Services Agreement with Southeast Corrections, LLC with an effective date of January 1, 2025 and to authorize the Chairman to execute the agreement.

Work Session:

Voting Session

Purpose:

The Chief Judge and the service provider both desire for these services to be extended. The current service agreement expires on December 31 and this new agreement will extend for another 5 years effective January 1, 2025, once fully approved and executed.

Options:

- Approval of the 5 year extension agreement
- Denial of the 5 year extension agreement

Finance Officer Comments (if applicable):

If approved, Southeast Corrections would provide probation services to Barrow County for a five year period beginning January 1, 2025.

ATTACHMENTS:

[PSA Southeast Corrections, LLC.pdf](#)

PROFESSIONAL SERVICES AGREEMENT

**PRIVATE PROBATION SERVICES
BARROW COUNTY SUPERIOR COURT**

THIS AGREEMENT is effective as of **January 1, 2025** ("Effective Date"), by and between **BARROW COUNTY**, a political subdivision of the State of Georgia, acting by and through its governing authority, the Barrow County Board of Commissioners (the "County"), the **BARROW COUNTY SUPERIOR COURT** (the "Court") and **SOUTHEAST CORRECTIONS, LLC**, a Georgia corporation (the "Contractor"), collectively referred to as the "Parties."

RECITALS

WHEREAS, in accordance with the Official Code of Georgia Annotated ("O.C.G.A.") § 42-8-101(a)(1), the Chief Judge of the Court requested that the County enter into this Agreement with the Contractor; and

WHEREAS, the County desires to retain Contractor to provide probation supervision, counseling, collection services for all moneys to be paid by a defendant according to the terms of the sentence imposed on the defendant as well as any moneys which by operation of law are to be paid by the defendant in consequence of the conviction, and other probation services for persons convicted in Court and placed on probation in the County; and

WHEREAS, the County finds that specialized knowledge, skills, and training are necessary to perform the Work contemplated under this Agreement; and

WHEREAS, the Contractor has represented that it is qualified by training and experience to perform the Work; and

WHEREAS, the Contractor desires to perform the Work under the terms and conditions set forth in this Agreement; and

WHEREAS, the public interest will be served by this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises, the public purposes, and the acknowledgements and agreements contained herein, together with other good and adequate consideration, the sufficiency of which is hereby acknowledged, the Parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES AND TERMINATION DATE

A. Agreement The Agreement shall include each of the Exhibits hereto, including:

Exhibit A – Scope of Services
Exhibit B – Insurance Requirements and Certificates
Exhibit C – Contractor Affidavit
Exhibit D – Subcontractor Affidavit

B. The Work

The work is described as the provision of private probation services in accordance with O.C.G.A. § 42-8-100 *et seq.* and as provided for herein for the **Barrow County Superior Court** (the “Work”) and consists of those services described in **Exhibit “A”**, attached hereto and incorporated herein by reference.

C. Schedule, Completion Date, and Term of Agreement

Contractor warrants and represents that it will perform its services in a prompt and timely manner, which shall not impose delays on the progress of the Work. This Agreement shall commence as of the date first written above. The Parties agree that this Agreement, as required by O.C.G.A. § 36-60-13, shall terminate absolutely and without further obligation on the part of the County on December 31 of each calendar year of the Term, and further, that this Agreement shall automatically renew on January 1 of each subsequent calendar year absent the County’s provision of written notice of non-renewal to Contractor at least five (5) days prior to the end of the then current calendar year. This Agreement is limited to a maximum of four (4) annual extensions whereupon, unless earlier terminated as provided for herein, this Agreement will expire on **December 31, 2029**. Title to any supplies, materials, equipment, or other personal property shall remain in Contractor until fully paid for by the County.

II. WORK CHANGES

A. The County reserves the right to order changes in the Work to be performed under this Agreement by altering, adding to, or deducting from the Work. All such changes shall be incorporated in written change orders executed by the Contractor and the County. Such change orders shall specify the changes ordered and any necessary adjustment of compensation or fees collected.

B. Any work added to the scope of this Agreement by a change order shall be executed under all the applicable conditions of this Agreement. No claim for additional compensation or extension of time shall be recognized, unless contained in a written change order duly executed on behalf of the County and the Contractor.

C. The County Manager has authority to execute without further action of the Barrow County Board of Commissioners, any number of change orders so long as their total effect does not materially alter the terms of this Agreement or materially increase the total amount to be paid under this Agreement, as set forth in Section III below. Any such change orders materially altering the terms of this Agreement or increasing the total amount to be paid under this Agreement in excess of \$25,000 must be approved by resolution of the Barrow County Board of Commissioners.

III. COMPENSATION AND METHOD OF PAYMENT

Compensation and method of payment to Contractor shall be accordance with Exhibit "A". Any deviations from the Work described in this Agreement shall be clearly communicated to the County before charges are incurred and shall be handled through change orders as described in Section II above.

IV. COVENANTS OF CONTRACTOR

A. Expertise of Contractor

Contractor accepts the relationship of trust and confidence established between it and the County, recognizing that the County's intention and purpose in entering into this Agreement is to engage an entity with the requisite capacity, experience, and professional skill and judgment to provide the Work in pursuit of the timely and competent performance of the Work undertaken by Contractor under this Agreement. Contractor shall employ only persons duly qualified in the appropriate area of expertise to perform the Work described in this Agreement.

B. Court's and County's Reliance on the Work

Contractor acknowledges and agrees that the County does not undertake to approve or pass upon matters of expertise of the Contractor and that, therefore, the County bear no responsibility for Contractor's Work performed under this Agreement.

C. Contractor's Reliance on Submissions by the Court and/or County

Contractor must have timely information and input from the County in order to perform the Work required under this Agreement. Contractor is entitled to rely upon information provided by the County, but Contractor shall be required to provide immediate written notice to the County if Contractor knows or reasonably should know that any information provided by the County is erroneous, inconsistent, or otherwise problematic.

D. Contractor's Representative

JOHN C. PRESCOTT, JR., Contractor's President, or his designee shall be authorized to act on Contractor's behalf with respect to the Work as Contractor's designated representative.

E. Assignment of Agreement

Contractor covenants and agrees not to assign or transfer any interest in, nor delegate any duties of this Agreement, without the prior express written consent of the County. As to any approved subcontractors, the Contractor shall be solely responsible for reimbursing them, and the County shall have no obligation to them.

F. Responsibility of Contractor and Indemnification of County

Contractor covenants and agrees to take and assume all responsibility for the Work rendered in connection with this Agreement. Contractor shall bear all losses and damages directly or indirectly resulting to it and/or the County on account of the performance or character of the Work rendered pursuant to this Agreement. Contractor shall defend, indemnify and hold harmless the County, its officers, boards, commissions, elected and appointed officials, employees, representatives, contractors, servants, volunteers and agents (individually an "Indemnified Party" and collectively the "Indemnified Parties") from and against any and all claims, injuries, suits, actions, judgments, damages, losses, costs, expenses and liability of any kind whatsoever, including but not limited to, attorney's fees and costs of defense, (hereinafter "Liabilities") which may be the result of willful, negligent or tortious conduct arising out of the Work, performance of contracted services, or operations by the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor or anyone for whose acts the Contractor or subcontractor may be liable, regardless of whether or not the negligent act or omission is caused in part by a party indemnified hereunder. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of an Indemnified Party. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision.

In any and all claims against an Indemnified Party, by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor or anyone for whose acts the Contractor or subcontractor may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. This obligation to indemnify, defend, and hold harmless the Indemnified Party(ies) shall survive expiration or termination of this Agreement, provided that the claims are based upon or arise out of actions or omissions that occurred during the performance of this Agreement.

G. Independent Contractor

Contractor hereby covenants and declares that it is engaged in an independent business and agrees to perform the Work as an independent contractor and not as the agent or employee of the County. Nothing in this Agreement shall be construed to make the Contractor or any of its employees, servants, or subcontractors an employee, servant or agent of the County for any purpose. Contractor agrees to be solely responsible for its own matters relating to the time and

place the services are performed; the instrumentalities, tools, supplies and/or materials necessary to complete the Work; hiring of subcontractors, agents or employees to complete the Work; and the payment of employees, including compliance with Social Security, withholding and all other regulations governing such matters. Contractor agrees to be solely responsible for its own acts and those of its subordinates, employees, and subcontractors during the life of this Agreement. Any provisions of this Agreement that may appear to give the County the right to direct Contractor as to the details of the services to be performed by Contractor or to exercise a measure of control over such services shall be deemed to mean that Contractor shall follow the directions of the County with regard to the results of such services only.

H. Insurance

Contractor agrees to maintain, at a minimum, insurance coverage requirements as shown in Exhibit "B" attached hereto and incorporated herein by reference.

I. Employment of Unauthorized Aliens Prohibited – E-Verify Affidavit

Pursuant to O.C.G.A. § 13-10-91, the County shall not enter into a contract for the physical performance of services unless the Contractor shall provide evidence on County-provided forms, attached hereto as Exhibits "C" and "D" (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and Contractor's subcontractors have registered with, are authorized to use and use the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91, and that they will continue to use the federal work authorization program throughout the contract.

Contractor hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in Exhibit "C", and submitted such affidavit to County or provided the County with evidence that it is not required to provide such an affidavit because it is licensed and in good standing as noted in subsection (2) above. Further, Contractor hereby agrees to comply with the requirements of the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91 and Rule 300-10-1-02.

In the event the Contractor employs or contracts with any subcontractor(s) in connection with the covered contract, the Contractor agrees to secure from such subcontractor(s) attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-02 by the subcontractor's execution of the subcontractor affidavit, the form of which is attached hereto as Exhibit "D", which subcontractor affidavit shall become part of the contractor/subcontractor agreement, or evidence that the subcontractor is not required to provide such an affidavit because it is licensed and in good standing as noted in subsection (2) above. If a subcontractor affidavit is obtained, Contractor agrees to provide a completed copy to the County within five (5) business days of receipt from any subcontractor.

The County Manager or his/her designee shall be authorized to conduct an inspection of the Contractor's and Contractor's subcontractors' verification process at any time to determine that the verification was correct and complete. Contractor and Contractor's subcontractors shall retain all documents and records of their respective verification process for a period of five (5) years following completion of the contract. Further, where Contractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the County Manager or his/her designee shall further be authorized to conduct periodic inspections to ensure that no County Contractor or Contractor's subcontractors employ unauthorized aliens on County contracts. By entering into a contract with the County, the Contractor and Contractor's subcontractors agree to cooperate with any such investigation by making their records and personnel available upon reasonable notice for inspection and questioning. Where a Contractor or Contractor's subcontractors are found to have employed an unauthorized alien, the County Manager or his/her designee may report same to the Department of Homeland Security. Contractor's failure to cooperate with the investigation may be sanctioned by termination of the contract, and the Contractor shall be liable for all damages and delays occasioned by the County thereby.

Contractor agrees that the employee-number category designated below is applicable to the Contractor.

- 500 or more employees.
- 100 or more employees.
- Fewer than 100 employees.

Contractor hereby agrees that, in the event Contractor employs or contracts with any subcontractor(s) in connection with this Agreement and where the subcontractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the Contractor will secure from the subcontractor(s) such subcontractor(s') indication of the above employee-number category that is applicable to the subcontractor.

The above requirements shall be in addition to the requirements of State and federal law and shall be construed to be in conformity with those laws.

J. Records, Reports and Audits

(1) Records:

Books, records, documents, account ledgers, data bases, and similar materials relating to the Work performed for the County under this Agreement ("Records") shall be established and maintained by the Contractor in accordance with requirements prescribed by the County and applicable law with respect to all matters covered by this Agreement. Except as otherwise authorized or required, such records shall be maintained for a period of three (3) years from the date that

final payment is made to Contractor by County under this Agreement. Furthermore, records that are the subject of audit findings shall be retained for three (3) years or until such audit findings have been resolved, whichever is later.

All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

(2) Reports and Information:

Upon request, the Contractor shall furnish to the County any and all statements, records, reports, data and information related to matters covered by this Agreement in the form requested by the County. All Records stored on a computer database must be in a format compatible with the County's computer systems and software.

(3) Audits and Inspections:

At any time during normal business hours and as often as the County may deem necessary, Contractor shall make available to the County or County's representative(s) for examination all Records with respect to all matters covered by this Agreement. The Contractor will permit the County or County's representative(s) to audit, examine, and make excerpts or transcripts from such Records, and to audit all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and or data relating to all matters covered by this Agreement.

(4) O.C.G.A. § 42-8-108(b) Requirement:

All Contractor's records shall be open to inspection upon the request of the Court, the County, an auditor appointed by the County, the Georgia Department of Audits and Accounts, the Georgia Department of Corrections, the Georgia Department of Community Supervision, or the Georgia Board of Pardons and Paroles.

K. Conflicts of Interest

Contractor, its employees, subcontractors, agents or assigns SHALL NOT:

- (1) Engage in any activity or conduct that would result in a violation of the Barrow County Code of Ethics;
- (2) Engage in any other employment, business, or activity which interferes or conflicts with the duties and responsibilities under this Agreement;

- (3) Have personal or business dealings, including the lending of money, with probationers under their supervision;
- (4) Own, operate, have any financial interest in, be an instructor at, or be employed by any private entity which provides drug or alcohol education services or offers a DUI Alcohol or Drug Use Risk Reduction Program certified by the Department of Driver Services; or
- (5) Specify, directly or indirectly, a particular DUI Alcohol or Drug Use Risk Reduction Program which a probationer may or shall attend. (Contractor is not prohibited from furnishing any probationer, upon request, with the names of certified DUI Alcohol or Drug Use Risk Reduction Programs.)

L. Confidentiality

Except as provided in O.C.G.A. § 42-8-108(a) and § 42-8-109.2(b), all reports, files, records, and papers of whatever kind relative to the supervision of probationers by the Contractor under this Agreement are declared to be confidential and shall be available only to the County, or an auditor appointed by the County, the judge handling a particular case, the Georgia Department of Audits and Accounts, the Georgia Department of Corrections, the Georgia Department of Community Supervision, or the Georgia Board of Pardons and Paroles.

Contractor acknowledges that it may receive confidential information of the County and that it will protect the confidentiality of any such confidential information and will require any of its subcontractors, Contractors, and/or staff to likewise protect such confidential information. Contractor agrees that confidential information it receives or such reports, information, opinions or conclusions that Contractor creates under this Agreement shall not be made available to, or discussed with, any individual or organization, including the news media, without prior written approval of the County. Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of County information whether specifically deemed confidential or not.

Contractor acknowledges that the County's disclosure of documentation is governed by Georgia's Open Record's Act, and Contractor further acknowledges that if Contractor submits records containing trade secret information, and if Contractor wishes to keep such records confidential, Contractor must submit and attach to such records an affidavit affirmatively declaring that specific information in the records constitutes trade secrets pursuant to Article 27 of Chapter 1 of Title 10, and the Parties shall follow the requirements of O.C.G.A. § 50-18-72(a)(34) related thereto. However, pursuant to O.C.G.A. § 42-8-109.2(b)(3)(D), the rules, regulations, operating procedures, and guidelines of Contractor shall be subject to disclosure under the Georgia Open Records Act.

M. Licenses, Certifications and Permits

Contractor covenants and declares that it has obtained all diplomas, certificates, licenses, permits, registrations or the like required of the Contractor by any and all national, state, regional, county, local boards, agencies, commissions, committees or other regulatory bodies in order to perform the Work contracted for under this Agreement, including but not limited to the Georgia Department of Community Supervision. All work performed by Contractor under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily expected of competent professionals. Any additional work or costs incurred as a result of error and/or omission by Contractor as a result of not meeting the applicable standard of care or quality will be provided by Contractor at no additional cost to the County. This provision shall survive termination of this Agreement

N. [reserved]

O. Authority to Contract

The Contractor covenants and declares that it has obtained all necessary approvals of its board of directors, stockholders, general partners, limited partners or similar authorities to simultaneously execute and bind Contractor to the terms of this Agreement, as applicable.

P. Nondiscrimination

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the Contractor agrees that, during performance of this Agreement, Contractor, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, Contractor agrees to comply with all applicable implementing regulations and shall include the provisions of this Section in every subcontract for services contemplated under this Agreement.

V. TERMINATION

A. The County may terminate this Agreement immediately for cause, including without limitation Contractor's material breach of this Agreement, insolvency of Contractor, or Contractor's filing of a voluntary or involuntary case in bankruptcy.

B. The County may terminate this Agreement for convenience by providing written notice thereof at least thirty (30) calendar days in advance of the termination date.

C. Contractor may terminate this Agreement for convenience by providing written notice thereof at least ninety (90) calendar days in advance of the termination date.

D. Upon termination, the Contractor shall promptly discontinue all services affected, unless the notice of termination directs otherwise.

E. The rights and remedies of the County and the Contractor provided in this Article are in addition to any other rights and remedies provided under this Agreement or at law or in equity.

F. Pursuant to O.C.G.A. § 42-8-101(a)(1), the Chief Judge of the County Superior Court is authorized to initiate the termination of this Agreement, subject to the approval of the County Board of Commissioners, in accordance with the termination provisions provided herein.

G. Within thirty (30) calendar days of termination, Contractor shall peacefully surrender to the County all records and documents generated by Contractor in connection with this Agreement and the services hereunder and any equipment or supplies assigned to Contractor by the County. Contractor shall turn over to the Clerk of Court any moneys collected or received less service 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 Contractor shall receive a receipt for all property surrendered under this provision.

VI. NO PERSONAL LIABILITY

Nothing herein shall be construed as creating any individual or personal liability on the part of any of County's elected or appointed officials, officers, directors or employees. No such individual shall be personally liable to the Contractor or any successor in interest in the event of any default or breach by the County or for any amount which may become due to the Contractor or successor or on any obligation under the terms of this Agreement. Likewise, Contractor's performance of services under this Agreement shall not subject Contractor's individual employees, officers or directors to any personal liability. The Parties agree that their sole and exclusive remedy, claim, demand or suit shall be directed and/or asserted only against Contractor or the County, respectively, and not against any employee, officer, director, or elected or appointed official.

VII. ENTIRE AGREEMENT

This Agreement constitutes the complete agreement between the Parties and supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. No other agreement, statement or promise relating to the subject matter of this Agreement not contained in this Agreement shall be valid or binding. In the event of a conflict in the terms of this Agreement and/or the exhibits attached hereto, the terms most beneficial to the County shall govern. This Agreement may be modified or amended only by a written change order (as provided in Section II above) or other document signed by representatives of both Parties with appropriate authorization.

VIII. SUCCESSORS AND ASSIGNS

Subject to the provision of this Agreement regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the respective Parties, provided that no party may assign this Agreement without prior written approval of the other party.

IX. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes and laws of the State of Georgia will control. Any action or suit related to this Agreement shall be brought in the Superior Court of Barrow County, Georgia, and Contractor submits to the jurisdiction and venue of such court.

X. CAPTIONS AND SEVERABILITY

The caption or headnote on articles or sections of this Agreement are intended for convenience and reference purposes only and in no way define, limit or describe the scope or intent thereof, or of this Agreement nor in any way affect this Agreement. Should any article(s) or section(s), or any part thereof, later be deemed unenforceable by a court of competent jurisdiction, the offending portion of the Agreement should be severed, and the remainder of this Agreement shall remain in full force and effect to the extent possible, as the Parties declare they would have agreed to the remaining parts of this Agreement if they had known that the severed provisions or portions thereof would be determined illegal, invalid or unenforceable.

XI. BUSINESS LICENSE

Prior to commencement of the services to be provided hereunder, Contractor shall apply to the County for a business license, pay the applicable business license fee, and maintain said business license during the term of this Agreement, unless Contractor provides evidence that no such license is required. Further, Contractor shall register with any and all required local and state agencies, departments or bureaus and shall remain in good standing throughout the Term.

XII. GEORGIA DEPARTMENT OF COMMUNITY SUPERVISION, MISDEMEANOR PROBATION OVERSIGHT UNIT

Prior to commencement of the services to be provided hereunder, Contractor shall submit a registration application to the Georgia Department of Community Supervision, Misdemeanor Probation Oversight Unit ("MPOU") and be approved by the MPOU and re-register as often as necessary to maintain current, up-to-date information with the MPOU.

XIII. COUNTY AUTHORIZED REPRESENTATIVE AND NOTICES

The County Manager, or his or her designee, shall be authorized to act on the County's behalf as the County's designated representative regarding this Agreement. All official notices,

requests, demands, writings, or correspondence, as required by this Agreement, shall be in writing and shall be deemed received, and shall be effective, when: (1) personally delivered, or (2) on the third day after the postmark date when mailed by certified mail, postage prepaid, return receipt requested, or (3) upon actual delivery when sent via national overnight commercial carrier to the Parties at the addresses given below, or at a substitute address previously furnished to the other Parties by written notice in accordance herewith:

NOTICE TO THE COUNTY shall be sent to:

County Manager
Barrow County Government
30 N. Broad Street
Winder, Georgia 30680

NOTICE TO THE CONTRACTOR shall be sent to:

John Prescott, Jr., President
Southeast Corrections, LLC
1960 Satellite Blvd., Suite 3000
Duluth, Georgia 30097

XIV. WAIVER OF AGREEMENT

No failure by the County to enforce any right or power granted under this Agreement, or to insist upon strict compliance by Contractor with this Agreement, and no custom or practice of the County at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect the County's right to demand exact and strict compliance by Contractor with the terms and conditions of this Agreement. Further, no express waiver shall affect any term or condition other than the one specified in such waiver, and that one only for the time and manner specifically stated.

XV. NO THIRD PARTY RIGHTS

This Agreement shall be exclusively for the benefit of the Parties and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action or other right.

XVI. SOVEREIGN IMMUNITY

Nothing contained in this Agreement shall be construed to be a waiver of the County's sovereign immunity or any individual's qualified good faith or official immunities.

XVII. FORCE MAJEURE

Neither the County nor Contractor shall be liable for their respective non-negligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of their respective duties or obligations under this Agreement or for any delay in such performance due to: (a) any cause beyond their respective reasonable control; (b) any act of God; (c) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (d) earthquake, fire, explosion or flood; (e) strike or labor dispute, excluding strikes or labor disputes by employees and/or agents of Contractor; (f) delay or failure to act by any governmental or military authority; or (g) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts, and all other obligations shall remain intact.

XVIII. COUNTERPARTS; AGREEMENT CONSTRUCTION AND INTERPRETATION

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Contractor represents that it has reviewed and become familiar with this Agreement and has notified the County of any discrepancies, conflicts or errors herein. The Parties hereto agree that, if an ambiguity or question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of the Agreement.

XIX. MATERIAL CONDITION

Each term of this Agreement is material, and Contractor's breach of any term of this Agreement shall be considered a material breach of the entire Agreement and shall be grounds for termination or exercise of any other remedies available to the County at law or in equity.

[SIGNATURES BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF the County, the Chief Judge of the County Superior Court and the Contractor have executed this Agreement effective as of the date first written above.

Approved as to form:

By: _____
County Attorney

CONTRACTOR:
SOUTHEAST CORRECTIONS, LLC

By: John C. Prescott
John Prescott, Jr., President

Attest:

[CORPORATE SEAL]

By: Michelle Autry
Print Name: Michelle Autry
Title: Vice President

BARROW COUNTY:
BOARD OF COMMISSIONERS

By: _____
Pat Graham, Chairman

[COUNTY SEAL]

Attest:

By: _____
County Clerk

AGREED AND CONSENTED TO BY THE:
BARROW COUNTY SUPERIOR COURT

By: Joe P.
Hon. Joseph H. Booth, Chief Judge
Nicholas Primm

EXHIBIT "A"**SCOPE OF SERVICES**

Contractor agrees to provide to the Barrow County Superior Court the following services ("Work"). All Services provided by Contractor shall be governed by this Agreement.

A. Responsibilities of Probation Services Contractor

1.) Services Generally. Contractor shall provide private probation supervision, counseling, collection services for all moneys to be paid by a defendant in accordance with the terms of the sentence imposed on the defendant as well as any moneys which by operation of law are to be paid by the defendant in consequence of the conviction, and other probation services for persons convicted in the Barrow County Superior Court and placed on misdemeanor probation in Barrow County.

2.) Compliance with Statutes and Rules. Contractor shall comply at all times with Georgia law, including but not limited to O.C.G.A. § 42-8-100 *et seq.*, and all standards, rules and regulations promulgated by the Department of Community Supervision ("DCS").

3.) Records and Confidentiality. Contractor shall create and maintain individual files for each offender receiving services from Contractor in accordance with this Agreement. Contractor shall maintain the confidentiality of all files, records and papers relative to supervision of probationers under this Agreement. Except as otherwise provided herein, these records, files and papers shall be available only to the judge of the court handling the case, the Department of Audits and Accounts, and DCS.

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

5.) Contractor Qualifications Generally. Contractor, its directors, owners, probation officers, administrative employees, agents, interns, and volunteers shall meet or exceed the requirements set forth in Department of Community Supervision Rule 105-2-.09. All administrative employees, agents, interns, or volunteers will complete a sixteen (16) hour initial orientation training program within six (6) months of appointment and eight (8) hours' annual in-service continuing education training.

6.) Officer Qualifications and Training. Contractor shall employ competent and able personnel to provide the services to be rendered hereunder and to appropriately administer the caseload. Contractor shall employ professional probation personnel, including private probation officers, that meet or exceed the standards established under O.C.G.A. § 42-8-100 *et seq.*, and as may be established by DCS, including, but not limited to:

- a. The uniform professional standards contained in O.C.G.A. § 42-8-107(a) shall be met by any person employed as and using the title of a “private probation officer” as such term is defined in O.C.G.A. § 42-8-100(3) (an individual employed by a private corporation, private enterprise, private agency, or other private entity to supervise defendants placed on probation by a court for committing an ordinance violation or misdemeanor).
- b. Any such person shall be at least twenty-one (21) years of age at the time of appointment to the position of private probation officer and shall have completed a standard two-year college course or have four years of law enforcement experience; provided, however, that any person employed as a private probation officer as of July 1, 1996, and who had at least six months of experience as a private probation officer or any person employed as a probation officer by a county, municipality, or consolidated government as of March 1, 2006, shall be exempt from such college requirements.
- c. Every private probation officer shall receive an initial forty (40) hours of orientation upon employment and shall receive twenty (20) hours of continuing education per annum as approved by DCS, provided that the forty (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.
- d. All personnel who provide services to offenders, have access to offender records, or who have access to offender data shall be first subjected to a fingerprint-based criminal background check.
- e. No person convicted of a felony shall be employed or retained as a private probation officer.

7.) Criminal History Check. Contractor shall have a criminal history records check made of all employees and give written consent to DCS to conduct periodic criminal history checks.

8.) Officer per Probationer Ratio and Standards of Supervision. Contractor will maintain sufficient staffing levels and standards of supervision including the type and frequency of contacts that are in compliance with the agreed upon Court operating procedures. As determined by the Court, supervision levels shall be as follows:

- a. Pay Only Supervision. For those cases as designated Pay Only by the Court in which the Contractor is providing probation supervision or monitoring services only for the collection of fines, surcharges, court costs, and/or fees ordered by the Court in a probated and/or suspended sentence the probationer shall complete a minimum of one (1) contact per month. Acceptable monthly contacts may be made in person, by telephone, virtual meeting platform, electronic report, written report, or tender of payment. Probation officers will

maintain an average caseload of three hundred fifty (350) active participants. In accordance with O.C.G.A. § 42-8-103(b), when pay-only probation is imposed, the total maximum fee collected shall be capped so as not to exceed three months of ordinary probation supervision fees at a monthly rate not to exceed the rate set forth in Section F(1), 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 such 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 Contractor shall submit an order to the Court terminating the probated sentence within thirty (30) days of fulfillment of such conditions.

- b. Condition Case Supervision. For those cases in which the Contractor is providing probation supervision or monitoring services for probation conditions other than and/or including the payment of fines, surcharges and/or restitution the probationer shall complete a minimum of one (1) contact per month. Acceptable monthly contacts may be made in person, by telephone phone, virtual meeting platform, electronic report, or written report. Probation officers will maintain an average caseload of two hundred fifty (250) active participants.
- c. Consecutive Cases. Contractor will comply with O.C.G.A. § 42-8-103.1(b) and ensure cases are reviewed after twelve (12) months of probation supervision for the possibility of early termination recommendation and every four (4) months thereafter.

9.) Local Place of Business. For the entire Term of this Agreement, Contractor shall maintain a local probation office within Barrow County to meet with and to provide services to probationers.

B. Reports

Contractor shall provide a quarterly report to the Superior Court and to the County summarizing the number of offenders under supervision; the amount of fines, statutory surcharges, and restitution collected; the amount of fees collected and the nature of such fees, including probation supervision fees, rehabilitation programming fees, electronic monitoring fees, drug or alcohol detection device fees, substance abuse or mental health evaluation or treatment fees if such services are provided directly or otherwise to the extent such fees are known, and drug testing fees; the number of community service hours performed by probationers under supervision; a listing of any other service for which a probationer was required to pay the Contractor to attend; the number of offenders for whom supervision or rehabilitation has been terminated and the reason for the termination; and the number of warrants issued during the quarter, in such detail as requested. Information reported pursuant to this section shall be annually submitted to the Barrow County Board of Commissioners and thereafter be subject to disclosure pursuant to O.C.G.A. § 50-18-70 et seq. (the “Georgia Open Records Act”).

C. Tender of Collections

Contractor shall tender to the Clerk of Court a report of collections and all fines, fees, and costs collected during the month from probationers by 15th day of the following month. Restitution shall

be paid to the victim by the 20th day of the month following collection unless the Court orders payment to the Clerk of Court, and then it shall be paid as such other collections are paid to the Clerk. In the event Contractor cannot locate the victim, payment shall be made to the Clerk of Court. Payment of fines and fees will be set according to the plan approved both by the Court and Contractor. Contractor shall not retain or profit from any fines, restitution, fees or cost collected from probationers except the service fees authorized by this Agreement.

D. Access to Contractor Records

1.) All Contractor's records shall be open to inspection upon the request of the Court, the County, an auditor appointed by the County, the Georgia Department of Audits and Accounts, the Georgia Department of Corrections, the Georgia Department of Community Supervision, or the Georgia Board of Pardons and Paroles.

2.) Conflict of Interest per O.C.G.A. § 42-8-109.

- a. No private corporation, private enterprise, or private agency contracting to provide probation services under the provisions of this article nor any employees of such entities shall engage in any other employment, business, or activity which interferes or conflicts with the duties and responsibilities under contracts authorized in this article.
- b. No private corporation, private enterprise, or private agency contracting to provide probation services under the provisions of this article nor its employees shall have personal or business dealings, including the lending of money, with probationers under their supervision.
- c. No private corporation, private enterprise, or private agency contracting to provide probation services under the provisions of this article nor any employees of such entities, shall own, operate, have any financial interest in, be an instructor at, or be employed by any private entity which provides drug or alcohol education services or offers a DUI Alcohol or Drug Use Risk Reduction Program certified by the Department of Driver Services.
- d. No private corporation, private enterprise, or private agency contracting to provide probation services under the provisions of this article nor any employees of such entities shall specify, directly or indirectly, a particular DUI Alcohol or Drug Use Risk Reduction Program which a probationer may or shall attend. This paragraph shall not prohibit furnishing any probationer, upon request, with the names of certified DUI Alcohol or Drug Use Risk Reduction Programs. Any person violating this paragraph shall be guilty of a misdemeanor.

E. Scope of Services to Probationers by Contractor

Contractor shall provide the following services:

- 1.) **Court Service and Probationer Case History.** Provide court services for the purpose of obtaining sentencing information and personal history information for each offender placed on probation. Conduct an initial interview with each probationer at the time of his or her sentencing or as soon thereafter as is practicable for purposes of explaining the scope of the court order relative to fines, fees and/or restitution imposed as well as requirements and conditions for probation supervision. At orientation, the probation officer shall provide a list of all service fees to the probationer.
- 2.) **Supervision.** Contractor shall monitor and supervise probationers to ensure compliance with the Court's order of probation. Contractor shall make a supervision assessment of the offender and determine the probationer's reporting schedule.
- 3.) **Restitution, Fine and Fee Collection.** Contractor shall collect restitution, fines, court costs and fees, program fees, and probation fees as ordered by the Court. Contractor will prioritize collection of restitution in accordance with O.C.G.A. § 17-14-8(a) and O.C.G.A. § 17-15-13. Contractor shall provide an itemized receipt prepared in accordance with accepted accounting practices for each probationer transaction. Offenders determined by the court to be indigent in accordance with O.C.G.A. § 42-8-102 shall be supervised at no cost to the probationer or the County.
- 4.) **Community Service.** Contractor shall coordinate, monitor, and ensure compliance with community service by each probationer as ordered by the Court. The court may convert fines, statutory surcharges, and probation supervision fees to community service on the same basis as it allows a defendant to pay a fine through community service as set forth in O.C.G.A. § 17-10-1(d). Contractor will maintain records of service participation.
- 5.) **Employment Assistance.** Contractor shall prepare referrals and lend reasonable assistance to probationers either to the extent ordered by the Court or to the extent available for probationers desiring employment assistance or counseling.
- 6.) **Drug/Alcohol Screening.** Contractor shall coordinate with local authorities and facilities, evaluation and assessment of probationers for drug/alcohol rehabilitation, mental health or psychological counseling, or educational programs mandated by the Court and shall require probationer's compliance. Contractor shall conduct drug and alcohol screens as determined necessary by the Court. The probationer shall be responsible for the costs of all drug or alcohol screening.
- 7.) **Electronic Monitoring.** Provide electronic monitoring services to the Court at the direction of the Court. The cost of these services will be negotiated with the Court and/or governing authority based on the needs of the Court and/or governing authority. Probationers shall be responsible for the costs of all electronic monitoring services unless otherwise ordered by the Court.

8.) Reports of Violations Probation and Revocation Procedures. When material violations in compliance with the conditions of probation occur, Contractor will take appropriate contempt of court and/or revocation of probation action to bring the violations to the attention of the Court. The Court shall provide Contractor with direction of what constitutes a substantial failure to comply with probation terms and conditions. Contractor shall prepare probation violation warrants and orders for submission to the Court. Contractor shall have probation officers available to testify at probation revocation hearings and such other hearings as deemed reasonable and necessary by the Court. Minor violations of probation although not cause for revocation shall be included in the regular reports made to the Court under this Agreement. The Court shall provide Contractor direction as to what curative measures should be taken in the case of minor violations.

9.) Provide Payment and File Information to Probationer. Any probationer under supervision under this Agreement 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 DCS 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 DCS board shall promulgate rules and regulations clarifying what confidential information may be withheld from such disclosure.

OBLIGATIONS OF THE COURT OR GOVERNING AUTHORITY

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

A. Payment for Contractor's Services

Unless otherwise agreed and stated by amendment to this Agreement, this contract is a user-based fee program. The obligation of the County is to order and enforce probationers (or other referred cases) to pay for services. The County has no direct responsibility for payment unless noted by this Agreement or a written amendment.

As determined by the Court, supervision levels and fees paid by probationers shall be as follows:

1. For those cases (Pay Only) in which Contractor is providing probation supervision or monitoring services only for the collection of fines, surcharges, court costs, fees ordered by the Court in a probated and/or suspended sentence which includes a minimum of one

(1) contact per month the probationer shall pay a fee of \$42.00 per month effective though December 31, 2025. Commencing on January 1, 2026, the fee shall be \$43.00 per month. Acceptable monthly contacts may be made in person, by phone, virtual meeting platform, electronic report, written report, or tender of payment. Contractor will comply with O.C.G.A. § 42-8-103 which states that Pay Only case fees shall be capped at three (3) months of ordinary supervision fees.

2. For those cases (Conditions) in which Contractor provides probation supervision or monitoring services for probation conditions other than and/or including the payment of fines, surcharges and/or restitution which includes a minimum of one (1) contact per month, the probationer shall pay a fee of \$42.00 per month effective through December 31, 2025. Commencing on January 1, 2026, the fee shall be \$43.00 per month. Acceptable monthly contacts may be made in person, by phone, virtual meeting platform, electronic report, or written report.
3. The probationer shall pay for drug testing services at a rate as follows:
 - a. Drug Test – On-site: \$20.00 per test;
 - b. Drug Test – Lab Test (6-panel): \$25.00 per test;
 - c. GC/MS Confirmation: \$30.00 per panel; and
 - d. Alcohol Urine Screen: \$15.00 per screen.
4. The probationer shall pay for electronic monitoring services at a rate as follows:
 - a. Global Positioning Satellite Tracking (GPS) – Active \$10.00 per day; and
 - b. Mobile Alcohol Monitoring (BACKtrack) - \$7.00 per day.
5. American Community Corrections Lifeskills Self-Directed Learning Course- \$60.00 per course.
6. Interstate Compact Transfer Fee - \$50.00 per transfer.

B. Probation Fee

The Court shall make payment of the probation fee a term and condition of the order of probation for each probationer assigned for supervision to Contractor unless the Court orders otherwise in accordance with O.C.G.A. § 42-8-102.

C. Georgia Crime Victims Emergency Fund (GCVEF)

Contractor will collect the Georgia Crime Victims Emergency Fund fee pursuant to O.C.G.A. § 17-15-13 from each probationer serving under active probation supervision and paying a supervision fee unless the Court exempts the probationer or as otherwise required by law. Contractor will remit all collections for this surcharge on a monthly basis to the Georgia Crime

Victims Compensation Board.

D. Credit Card Services

The County acknowledges and approves the use of credit and debit cards as a means of payment to satisfy court ordered obligations. The County acknowledges and approves the use of credit card processing companies for the administration and acceptance of credit card payments. The County acknowledges that credit card processing companies assess a fee for this transaction service and that payment of this fee is acknowledged and accepted by the user (probationer) for the convenience of the service being provided at the time the transaction is occurring. This is not a fee imposed by Contractor or retained by Contractor. Contractor's database tracks payment of this fee for the purpose of providing awareness to the probationer. The County acknowledges that the use of credit cards as a payment vehicle is voluntary and that any and all costs associated with credit card payments may be avoided through the use of other payment methods such as money orders, cashier's checks, or cash payment.

E. Notice of Court Sessions

The Court shall provide Contractor 30 days' advance notice of all court sessions that Contractor is required to attend.

F. Court Facilities

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

EXHIBIT "B"

INSURANCE REQUIREMENTS AND CERTIFICATES

(1) **Requirements:**

Contractor shall have and maintain in full force and effect for the duration of this Agreement, insurance insuring against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the Contractor, its agents, representatives, employees or subcontractors. All policies shall be subject to approval by the County Attorney to form and content. These requirements are subject to amendment or waiver if so approved in writing by the County Manager.

(2) **Minimum Limits of Insurance:**

Contractor shall maintain the following insurance policies with limits no less than:

- (a) Commercial General Liability of \$1,000,000 (one million dollars) combined single limit per occurrence and \$2,000,000 (two million dollars) aggregate for comprehensive coverage including for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
- (b) Commercial Automobile Liability (owned, non-owned, hired) coverage of \$1,000,000 (one million dollars) combined single limit per occurrence for comprehensive coverage for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
- (c) Workers' Compensation limits as required by the State of Georgia and Employers Liability limits of \$1,000,000 (one million dollars) per occurrence or disease.
- (d) Bond or Dishonest Employee Insurance of \$300,000 (three hundred thousand dollars) limit for claims arising out of theft or losses caused by the Contractor's employees.
- (e) Professional liability coverage of \$1,000,000 (one million dollars) per claim and in the aggregate.
- (f) Excess umbrella liability coverage of \$6,000,000 (six million dollars) per occurrence.

(3) Deductibles and Self-Insured Retentions:

Any deductibles or self-insured retentions must be declared to and approved by the County in writing.

(4) Other Insurance Provisions:

The policy is to contain, or be endorsed to contain, the following provisions:

(a) General Liability, Automobile Liability, and Umbrella Liability Coverage.

- (i) *Additional Insured Requirement.* The County and the County's elected and appointed officials, officers, boards, commissions, employees, representatives, Contractors, servants, agents and volunteers (individually "Insured Party" and collectively "Insured Parties") are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased, or used by the Contractor; automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Insured Parties.
- (ii) *Primary Insurance Requirement.* The Contractor's insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to the Insured Parties. Any insurance or self-insurance maintained by the Insured Parties shall be in excess of the Contractor's insurance and shall not contribute with it.
- (iii) *Reporting Requirement.* Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County and County Parties.
- (iv) *Separate Coverage.* Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought.
- (v) *Defense Costs/Cross Liability.* Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion.

(vi) *Subrogation.* The insurer shall agree to waive all rights of subrogation against the Insured Parties for losses arising from work performed by the Contractor for the County.

(b) Workers' Compensation Coverage.

The insurer providing Workers' Compensation Coverage will agree to waive all rights of subrogation against the Insured Parties for losses arising from work performed by the Contractor for the County.

(c) All Coverages.

(i) *Notice Requirement.* Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, or canceled except after thirty (30) days prior written notice (or 10 days if due to non-payment) has been given to the County. The County reserves the right to accept alternate notice terms and provisions, provided they meet the minimum requirements under Georgia law.

(ii) *Starting and Ending Dates.* Policies shall have concurrent starting and ending dates.

(5) Acceptability of Insurers:

The insurance to be maintained by Contractor must be placed with insurers with an A.M. Best Policyholder's rating of no less than "A-" and with a financial rating of Class VII or greater.

(6) Verification of Coverage:

Contractor shall furnish the County with certificates of insurance and endorsements to the policies evidencing coverage required by this Agreement. The certificates of insurance and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf, unless alternate sufficient evidence of their validity and incorporation into the policy is provided. The certificates of insurance, endorsements and declarations page shall be on a form utilized by Contractor's insurer in its normal course of business. The County reserves the right to require complete, certified copies of all required insurance policies at any time. The Contractor shall provide proof that any expiring coverage has been renewed or replaced prior to the expiration of the coverage.

(7) Subcontractors:

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited to naming the Insured Parties as additional insureds.

(8) Claims-Made Policies:

Contractor shall extend any claims-made insurance policy for at least six (6) years after termination of this Agreement.

(9) County as Additional Insured and Loss Payee:

The County shall be named as an additional insured and loss payee on all policies required by this Agreement, except the County need not be named as an additional insured and loss payee on any Professional Liability or Workers' Compensation policy.

EXHIBIT "C"

STATE OF GEORGIA
COUNTY OF BARROW

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of Barrow County has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b).

Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

219051

Federal Work Authorization User Identification Number

06/08/2009

Date of Authorization

Southeast Corrections, LLC

Name of Contractor

Probation Services – Barrow Co Superior Ct

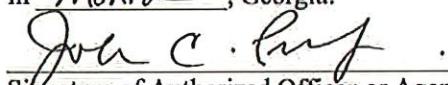
Name of Project

Barrow County, Georgia

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on November 27, 2024,
in Monroe, Georgia.



Signature of Authorized Officer or Agent

John C. Prescott, Jr.

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON
THIS THE 27th DAY OF
November, 2024.

Melissa Nash

NOTARY PUBLIC

My Commission Expires: 03/28/28

[NOTARY SEAL]

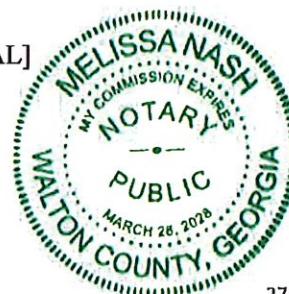


EXHIBIT "D"

STATE OF GEORGIA
COUNTY OF _____

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with **SOUTHEAST CORRECTIONS, LLC**, on behalf of Barrow County has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period, and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five (5) business days of receipt, a copy of the notice to the contractor.

Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Probation Services – Barrow Co Superior Ct
Name of Project

Barrow County, Georgia
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 202_____
 in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON
 THIS THE _____ DAY OF _____, 202_____.

NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires: _____

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: January 28, 2025

SUBMITTED BY: Abril Olivas, County Clerk

ITEM TYPE: Agreement

AGENDA SECTION: New Business

SUBJECT: Consideration to approve the Professional Services Agreement Amendment No. 2 with Cornerstone Government Affairs, Inc., and authorize the Chairman to execute the agreement.

Work Session:

Voting Session

Background/Summary:

- Initial one-year period agreement (January 10, 2023-January 10, 2024) was approved by the Board on January 10, 2023
- PSA Amendment No. 1 for extension of an additional year (January 11, 2024-January 11, 2025) was approved by the Board on February 27, 2024

Options:

- Approval of the Professional Services Agreement Amendment No. 2
- Denial of the Professional Services Agreement Amendment No. 2

Finance Officer Comments (if applicable):

This item will be funded by the Board of Commissioner's professional services budget.

ATTACHMENTS:

[PSA Amendment No. 2 - Cornerstone Government Affairs.pdf](#)

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN BARROW COUNTY, GEORGIA AND CORNERSTONE GOVERNMENT AFFAIRS, INC.

This Amendment (“Amendment”) is made and entered into this day of _____ day of _____, 2025 (the “Effective Date”), amending that certain Professional Services Agreement for lobbying services executed on January 10, 2023 (the “Agreement”), by and between the Parties to said Agreement, to wit:

BARROW COUNTY, GEORGIA, a political subdivision of the State of Georgia, acting by and through its Board of Commissioners (the “County”), and **CORNERSTONE GOVERNMENT AFFAIRS, INC.**, a District of Columbia corporation (the “Consultant”), collectively referred to herein as the “Parties.”

RECITALS

WHEREAS, on January 10, 2023, the County and Consultant entered into the Agreement for Consultant to provide certain services generally described as the lobbying during the 2023 General Assembly on issues of importance as directed by the governing body of the county; and

WHEREAS, the term of the Agreement was an initial one-year period, running from January 10, 2023, to January 10, 2024 (“Term”); and

WHEREAS, the County and Consultant desire to extend the Term for one additional year, to provide for lobbying services during the 2025 General Assembly, running from January 11, 2025 to January 11, 2026; amend the Agreement completion date from January 10, 2025 to January 11, 2026, and amend the Agreement Maximum Contract Price from \$60,000 to \$120,000.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the sufficiency of which are acknowledged by both Parties, the Parties agree as follows:

1. The Parties agree to renew the Agreement Term for one (1) additional year and for Consultant to provide lobbying services during the duration of the 2025 General Assembly.
2. The Parties agree to amend Section I(C) of the Agreement to extend the stated completion date from January 10, 2025, to January 11, 2026.
3. The Parties agree to amend Section III(B) of the Agreement to increase the Maximum Contract Price from \$60,000 to \$120,000, at a fixed rate of \$5,000 per month.
4. Except as modified herein, the original Agreement shall continue in full force and effect.
5. The Agreement may be executed in counterparts, and each counterpart shall constitute an original and taken together shall constitute but one document.
6. Each of the individuals executing this Amendment on behalf of his or her respective Party agrees and represents to the other Party that he or she is authorized to do so.
7. The effective date of this Amendment shall be January 11, 2025.

WHEREFORE, the Parties have read and understood the terms of this Amendment and do hereby agree to such terms upon execution with their signatures below.

COUNTY:

BARROW COUNTY, GEORGIA

By: _____
Pat Graham, Chairman

[AFFIX COUNTY SEAL]

ATTEST:

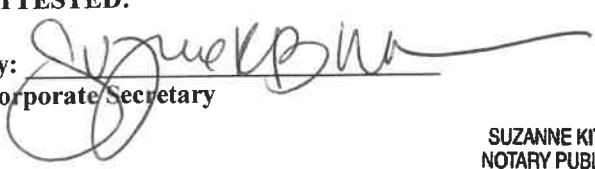
By: _____
Abril Olivas, County Clerk

CONSULTANT:
CORNERSTONE GOVERNMENT
AFFAIRS INC.

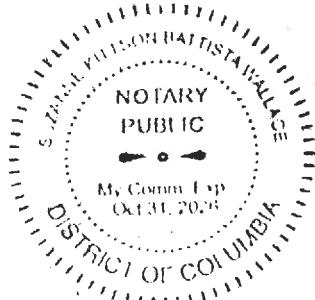
By: 
Geoffrey J. Gonella, CEO

[AFFIX CORPORATE SEAL]

ATTESTED:

By: 
Corporate Secretary

SUZANNE KITTON BATTISTA WALLACE
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires October 31, 2026



Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: January 28, 2025

SUBMITTED BY: Cissy Greeson, Public Works Department

ITEM TYPE: Agreement

AGENDA SECTION: New Business

SUBJECT: Consideration to approve the Intergovernmental Lighting Agreement between the Georgia Department of Transportation and Barrow County for the roundabout lighting at SR 81 at CR 410/Tom Miller Road and to authorize the Chairman to execute the agreement.

Work Session:

Voting Session

Purpose:

Consideration to approve the Intergovernmental Lighting Agreement between the Georgia Department of Transportation and Barrow County for the roundabout lighting at SR 81 @ CR 410/Tom Miller Road and to authorize the Chairman to execute the agreement. (P.I. No. 0018331)

Background/Summary:

Consideration to approve the Intergovernmental Lighting Agreement between the Georgia Department of Transportation and Barrow County for the roundabout lighting at SR 81 @ CR 410/Tom Miller Road and to authorize the Chairman to execute the agreement. (P.I. No. 0018331)

- Upon completion of the installation of the lighting system, the County will assume the full responsibility and costs for the operation, the repair and the maintenance of the entire lighting system.
- At the completion of the installation, the Transportation Department will need to budget for the lighting system at a later time.

Options:

- Approval of the Intergovernmental Lighting Agreement between GDOT
- Denial of the Intergovernmental Lighting Agreement between GDOT

Finance Officer Comments (if applicable):

If the intergovernmental lighting agreement is approved, the utility payment will be funded by the transportation department.

Funding Source	Account Number	FY 2025 Approved Budget	YTD Expenditures	FY 2025 Remaining Budget
General Fund	1004101-531200	\$58,000.00	\$24,860.55	\$33,139.45

ATTACHMENTS:

[0018331 Lighting Agreement - Barrow County - SR 81 @ TOM MILLER ROAD 1-14-25.pdf](#)

INTERGOVERNMENTAL LIGHTING AGREEMENT
BETWEEN
GEORGIA DEPARTMENT OF TRANSPORTATION
AND
BARROW COUNTY

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, (“Effective Date”) by and between the **GEORGIA DEPARTMENT OF TRANSPORTATION**, an agency of the State of Georgia, hereinafter called the **DEPARTMENT**, and **BARROW COUNTY, GEORGIA** acting by and through its Board of Commissioners, hereinafter called the **COUNTY** (the **DEPARTMENT** and the **COUNTY** are sometimes referred to herein individually as a “Party” and collectively as the “Parties”).

WHEREAS, the **COUNTY** has represented to the **DEPARTMENT** a desire to obtain roundabout lighting as part of the **SR 81 @ CR 410/TOM MILLER ROAD** project, said lighting to be installed under P.I. No. 0018331, Barrow County;

WHEREAS, the **COUNTY** has represented to the **DEPARTMENT** a desire to participate in:
1) Providing the Energy and 2) the Operation and Maintenance of said lighting system at the aforesaid location, and the **DEPARTMENT** has relied upon such representation; and

WHEREAS, the **DEPARTMENT** has indicated a willingness to fund the materials and installation for the said lighting system at the aforesaid location, with funds of the **DEPARTMENT**, funds apportioned to the **DEPARTMENT** by the Federal Highway Administration under Title 23, United States Code, Section 104, or a combination of funds from any of the above sources.

NOW, THEREFORE, in consideration of the mutual promises made and of the benefits to flow from one to the other, the **DEPARTMENT** and the **COUNTY** hereby agree each with the other as follows:

ARTICLE I **INSTALLATION**

The **DEPARTMENT** or its assigns shall cause the installation of all materials and equipment necessary for roundabout lighting as part of the **SR 81 @ CR 410/TOM MILLER ROAD** project, said lighting to be installed under P.I. No. 0018331, Barrow County as shown on Attachment "A" attached hereto and made a part hereof.

ARTICLE II **COUNTY'S RESPONSIBILITIES**

1. Upon completion of installation of said lighting system, and acceptance by the **DEPARTMENT**, the **COUNTY** shall assume full responsibility and costs for the operation, the repair and the maintenance of the entire lighting system, including but not limited to repairs of any damages, replacement of lamps, ballasts, luminaires, lighting structures, associated equipment, conduit, wiring and service equipment, and the requirements of the Georgia Utility Facility Protection Act. The **COUNTY** further agrees to provide and pay for all the energy required for the operation of said lighting system.

2. It is understood by the **COUNTY** that the **DEPARTMENT** has relied upon the **COUNTY'S** representation of providing for the energy, maintenance, and operation of the lighting represented by this Agreement; therefore, if the **COUNTY** elects to de-energize or fails to properly maintain or to repair the lighting system during the term of this Agreement, the **COUNTY** shall reimburse the **DEPARTMENT** the materials cost for the lighting system. If the **COUNTY** elects to de-energize or fails to properly maintain any individual unit within the lighting system, the **COUNTY** shall reimburse the **DEPARTMENT** for the replacement cost for the individual unit which will include all costs for the pole, luminaires, foundations, and associated wiring. The **DEPARTMENT** will provide the **COUNTY** with a statement of material and/or replacement costs upon completion of the installation.

ARTICLE III **DEPARTMENT'S OWNERSHIP**

The **DEPARTMENT** shall retain ownership of all materials and various components of the entire lighting system. The **COUNTY**, in its operation and maintenance of the lighting system, shall not in any way alter the type or location of any of the various components which make up the entire lighting system without prior written approval from the **DEPARTMENT**.

ARTICLE IV **TERM OF AGREEMENT**

This Agreement is considered as continuing for a period of fifty (50) years from the date of execution of this Agreement. The **DEPARTMENT** reserves the right to terminate this Agreement, at any time for just cause, upon thirty (30) days written notice to the **COUNTY**.

ARTICLE V **RIGHT OF ENTRY**

The **COUNTY** will be permitted to access the **DEPARTMENT'S** Right of Way in order to perform its responsibilities under **ARTICLE II, PARAGRAPH 1**, of this Agreement.

ARTICLE VI **INDEMNIFICATION**

To the extent allowed by law, the **COUNTY** and all its successors and assigns, shall release and save harmless the **DEPARTMENT**, past, present and future board members, commissioners, officers, employees, agents, attorneys, affiliates, privies, successors, and assigns, and the State of Georgia, its political subdivisions, departments, agencies, commissions, affiliates, employees, agents, and attorneys from all suits, claims, actions or damages of any nature whatsoever resulting from the **COUNTY'S** access to **DEPARTMENT'S** Right of Way.

ARTICLE VII **MISCELLANEOUS**

1. **NON-WAIVER.** No failure of either Party to exercise any right or power given to such Party under this Agreement, or to insist upon strict compliance by the other Party with the provisions of this Agreement, and no custom or practice of either Party at variance with the terms and conditions of this Agreement, will constitute a waiver of either Party's right to demand exact and strict compliance by the other Party with the terms and conditions of this Agreement.
2. **NO THIRD-PARTY BENEFICIARIES.** Nothing contained herein shall be construed as conferring upon or giving to any person, other than the Parties hereto, any rights or benefits under or by reason of this Agreement.
3. **SOVEREIGN IMMUNITY.** Notwithstanding any other provision of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions under the Georgia Constitution.

4. **CONTINUITY.** Each of the provisions of this Agreement will be binding upon and inure to the benefit and detriment of the Parties and the successors and assigns of the Parties.
5. **WHEREAS CLAUSE AND EXHIBITS.** The Whereas Clauses and Exhibits hereto are a part of this Agreement and are incorporated herein by reference.
6. **SEVERABILITY.** If any one or more of the provisions contained herein are for any reason held by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision hereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
7. **CAPTIONS.** The brief headings or titles preceding each provision hereof are for purposes of identification and convenience only and should be completely disregarded in construing this Agreement.
8. **INTERPRETATION.** Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one Party by reason of the rule of construction that a document is to be construed more strictly against the Party who itself or through its agent prepared the same, it being agreed that the agents of all Parties have participated in the preparation hereof.
9. **ENTIRE AGREEMENT.** This Agreement supersedes all prior negotiations, discussion, statements and agreements between the Parties and constitutes the full, complete and entire agreement between the Parties with respect hereto; no member, officer, employee or agent of either Party has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Agreement. No modification of or amendment to this Agreement will be binding on either Party hereto unless such modification or amendment will be properly authorized, in writing, properly signed by both Parties and incorporated in and by reference made a part hereof.

The covenants herein contained shall, except as otherwise provided accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement the day
and year first above written.

**GEORGIA DEPARTMENT
OF TRANSPORTATION**

Commissioner

(SEAL)

BARROW COUNTY

Print Name: _____
Title: _____

(SEAL)

ATTEST:

Treasurer

ATTEST:

Print Name: _____
Title: _____

Attachment “A”



Project Location Map

**SR 81 @ CR 410/Tom Miller Road
Barrow County
P.I. No. 0018331**

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: January 28, 2025

SUBMITTED BY: Cissy Greeson, Public Works Department

ITEM TYPE: Agreement

AGENDA SECTION: New Business

SUBJECT: Consideration to approve the Intergovernmental Lighting Agreement between the Georgia Department of Transportation and Barrow County for the roundabout lighting at SR 82 at CR 139/CR 267/Bowman Mill Road and to authorize the Chairman to execute the agreement.

Work Session:

Voting Session

Purpose:

Consideration to approve the Intergovernmental Lighting Agreement between the Georgia Department of Transportation and Barrow County for the roundabout lighting at SR 82 @ CR 139/CR 267/Bowman Mill Road and to authorize the Chairman to execute the agreement. (P.I. No. 0018334)

Background/Summary:

Consideration to approve the Intergovernmental Lighting Agreement between the Georgia Department of Transportation and Barrow County for the roundabout lighting at SR 82 @ CR 139/CR 267/Bowman Mill Road and to authorize the Chairman to execute the agreement. (P.I. No. 0018334)

- Upon completion of the installation of the lighting system, the County will assume the full responsibility and costs for the operation, the repair and the maintenance of the entire lighting system.
- At the completion of the installation, the Transportation Department will need to budget for the lighting system at a later time.

Options:

- Approval of the Intergovernmental Lighting Agreement between GDOT
- Denial of the Intergovernmental Lighting Agreement between GDOT

Finance Officer Comments (if applicable):

If the intergovernmental lighting agreement is approved, the utility payment will be funded by the transportation department.

Funding Source	Account Number	FY 2025 Approved Budget	YTD Expenditures	FY 2025 Remaining Budget
General Fund	1004101-531200	\$58,000.00	\$24,860.55	\$33,139.45

ATTACHMENTS:

[0018334 Lighting Agreement - Barrow County - SR 82 @ BOWMAN MILL ROAD 1-14-25.pdf](#)

INTERGOVERNMENTAL LIGHTING AGREEMENT
BETWEEN
GEORGIA DEPARTMENT OF TRANSPORTATION
AND
BARROW COUNTY

THIS AGREEMENT is made and entered into this _____ day of _____, 20__, (“Effective Date”) by and between the **GEORGIA DEPARTMENT OF TRANSPORTATION**, an agency of the State of Georgia, hereinafter called the **DEPARTMENT**, and **BARROW COUNTY, GEORGIA** acting by and through its Board of Commissioners, hereinafter called the **COUNTY** (the **DEPARTMENT** and the **COUNTY** are sometimes referred to herein individually as a “Party” and collectively as the “Parties”).

WHEREAS, the **COUNTY** has represented to the **DEPARTMENT** a desire to obtain roundabout lighting as part of the **SR 82 @ CR 139/CR 267/BOWMAN MILL ROAD** project, said lighting to be installed under P.I. No. 0018334, Barrow County;

WHEREAS, the **COUNTY** has represented to the **DEPARTMENT** a desire to participate in:
1) Providing the Energy and 2) the Operation and Maintenance of said lighting system at the aforesaid location, and the **DEPARTMENT** has relied upon such representation; and

WHEREAS, the **DEPARTMENT** has indicated a willingness to fund the materials and installation for the said lighting system at the aforesaid location, with funds of the **DEPARTMENT**, funds apportioned to the **DEPARTMENT** by the Federal Highway Administration under Title 23, United States Code, Section 104, or a combination of funds from any of the above sources.

NOW, THEREFORE, in consideration of the mutual promises made and of the benefits to flow from one to the other, the **DEPARTMENT** and the **COUNTY** hereby agree each with the other as follows:

ARTICLE I **INSTALLATION**

The **DEPARTMENT** or its assigns shall cause the installation of all materials and equipment necessary for roundabout lighting as part of the **SR 82 @ CR 139/CR 267/BOWMAN MILL ROAD** project, said lighting to be installed under P.I. No. 0018334, Barrow County as shown on Attachment "A" attached hereto and made a part hereof.

ARTICLE II **COUNTY'S RESPONSIBILITIES**

1. Upon completion of installation of said lighting system, and acceptance by the **DEPARTMENT**, the **COUNTY** shall assume full responsibility and costs for the operation, the repair and the maintenance of the entire lighting system, including but not limited to repairs of any damages, replacement of lamps, ballasts, luminaires, lighting structures, associated equipment, conduit, wiring and service equipment, and the requirements of the Georgia Utility Facility Protection Act. The **COUNTY** further agrees to provide and pay for all the energy required for the operation of said lighting system.

2. It is understood by the **COUNTY** that the **DEPARTMENT** has relied upon the **COUNTY'S** representation of providing for the energy, maintenance, and operation of the lighting represented by this Agreement; therefore, if the **COUNTY** elects to de-energize or fails to properly maintain or to repair the lighting system during the term of this Agreement, the **COUNTY** shall reimburse the **DEPARTMENT** the materials cost for the lighting system. If the **COUNTY** elects to de-energize or fails to properly maintain any individual unit within the lighting system, the **COUNTY** shall reimburse the **DEPARTMENT** for the replacement cost for the individual unit which will include all costs for the pole, luminaires, foundations, and associated wiring. The **DEPARTMENT** will provide the **COUNTY** with a statement of material and/or replacement costs upon completion of the installation.

ARTICLE III **DEPARTMENT'S OWNERSHIP**

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ARTICLE IV **TERM OF AGREEMENT**

This Agreement is considered as continuing for a period of fifty (50) years from the date of execution of this Agreement. The **DEPARTMENT** reserves the right to terminate this Agreement, at any time for just cause, upon thirty (30) days written notice to the **COUNTY**.

ARTICLE V **RIGHT OF ENTRY**

The **COUNTY** will be permitted to access the **DEPARTMENT'S** Right of Way in order to perform its responsibilities under **ARTICLE II, PARAGRAPH 1**, of this Agreement.

ARTICLE VI **INDEMNIFICATION**

To the extent allowed by law, the **COUNTY** and all its successors and assigns, shall release and save harmless the **DEPARTMENT**, past, present and future board members, commissioners, officers, employees, agents, attorneys, affiliates, privies, successors, and assigns, and the State of Georgia, its political subdivisions, departments, agencies, commissions, affiliates, employees, agents, and attorneys from all suits, claims, actions or damages of any nature whatsoever resulting from the **COUNTY'S** access to **DEPARTMENT'S** Right of Way.

ARTICLE VII **MISCELLANEOUS**

1. **NON-WAIVER.** No failure of either Party to exercise any right or power given to such Party under this Agreement, or to insist upon strict compliance by the other Party with the provisions of this Agreement, and no custom or practice of either Party at variance with the terms and conditions of this Agreement, will constitute a waiver of either Party's right to demand exact and strict compliance by the other Party with the terms and conditions of this Agreement.
2. **NO THIRD-PARTY BENEFICIARIES.** Nothing contained herein shall be construed as conferring upon or giving to any person, other than the Parties hereto, any rights or benefits under or by reason of this Agreement.
3. **SOVEREIGN IMMUNITY.** Notwithstanding any other provision of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions under the Georgia Constitution.

4. **CONTINUITY.** Each of the provisions of this Agreement will be binding upon and inure to the benefit and detriment of the Parties and the successors and assigns of the Parties.
5. **WHEREAS CLAUSE AND EXHIBITS.** The Whereas Clauses and Exhibits hereto are a part of this Agreement and are incorporated herein by reference.
6. **SEVERABILITY.** If any one or more of the provisions contained herein are for any reason held by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision hereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
7. **CAPTIONS.** The brief headings or titles preceding each provision hereof are for purposes of identification and convenience only and should be completely disregarded in construing this Agreement.
8. **INTERPRETATION.** Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one Party by reason of the rule of construction that a document is to be construed more strictly against the Party who itself or through its agent prepared the same, it being agreed that the agents of all Parties have participated in the preparation hereof.
9. **ENTIRE AGREEMENT.** This Agreement supersedes all prior negotiations, discussion, statements and agreements between the Parties and constitutes the full, complete and entire agreement between the Parties with respect hereto; no member, officer, employee or agent of either Party has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Agreement. No modification of or amendment to this Agreement will be binding on either Party hereto unless such modification or amendment will be properly authorized, in writing, properly signed by both Parties and incorporated in and by reference made a part hereof.

The covenants herein contained shall, except as otherwise provided accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement the day
and year first above written.

**GEORGIA DEPARTMENT
OF TRANSPORTATION**

Commissioner

(SEAL)

BARROW COUNTY

Print Name: _____
Title: _____

(SEAL)

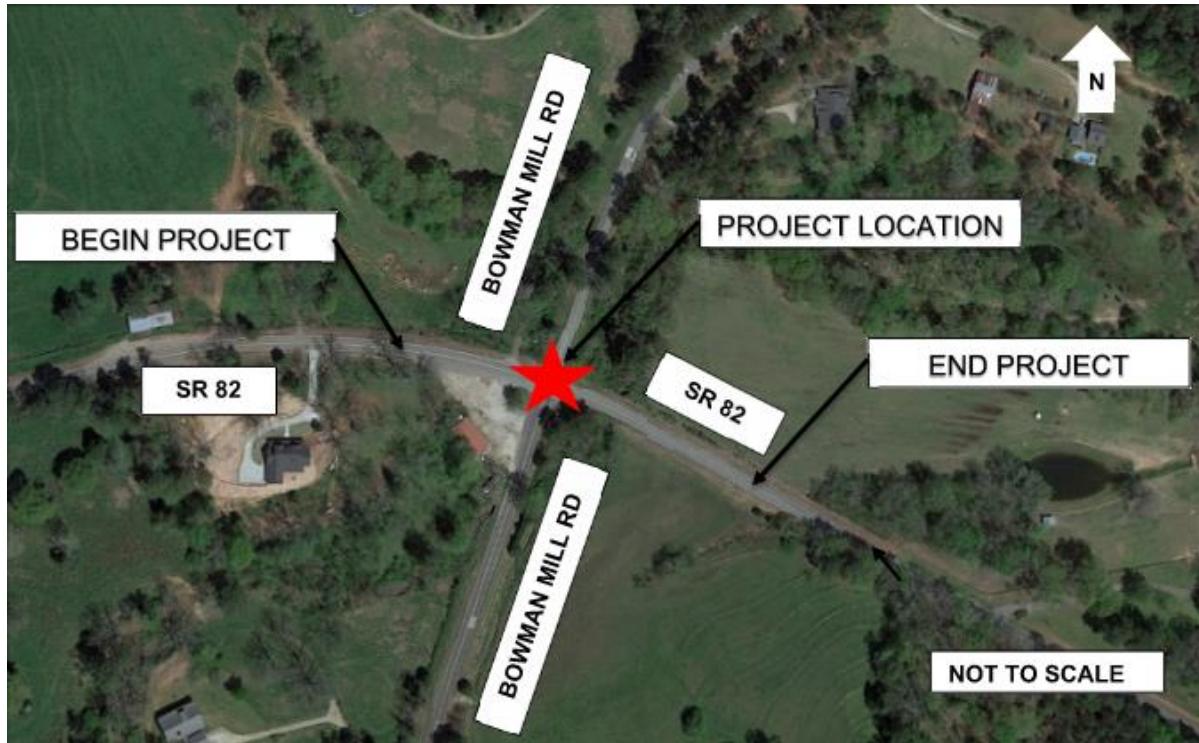
ATTEST:

Treasurer

ATTEST:

Print Name: _____
Title: _____

Attachment “A”



Project Location Map

**SR 82 @ CR 139/CR 267/BOWMAN MILL ROAD
Barrow County
P.I. No. 0018334**

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: January 28, 2025

SUBMITTED BY: Abril Olivas, Public Works Department

ITEM TYPE: Board Action

AGENDA SECTION: New Business

SUBJECT: Consideration to approve the revisions to the FY 2025 Water and Wastewater Rates.

Work Session:

Voting Session

Purpose:

Consideration to approve the revisions to the FY2025 Water and Wastewater Rates.

Background/Summary:

Staff is proposing revisions to the fee schedule to add the \$10 recovery cost for the Harry McCarty pump station as directed by the board in December 2024, and to provide clarity for our customers on certain elements of the fee schedule. The revisions include:

1. Add the \$10.00 Harry McCarty PS recovery cost (page 26).
2. Add notes regarding Master Meters and Commercial Master Meters to eliminate any confusion (page 25).
3. Add “1- 5 homes fee \$100.00 per unit” in Capacity Application Fees as currently the single residential homes are paying the same capacity fees as the large subdivision developments (page 27).
4. Change the wording from Account “activation” fee to Account “deposit” fee. This change is proposed based on customer feedback to eliminate confusion (pages 22-24).

Options:

- Approval of the revisions to the FY2025 Water and Wastewater Rates
- Denial of the revisions to the FY2025 Water and Wastewater Rates

ATTACHMENTS:

[FY 2025 Revised Utility Rate Sheet.pdf](#)

WATER AND WASTEWATER RATES – FY2025

EFFECTIVE: July 1, 2024

AMENDED: January 28, 2025

These rates and fees shall remain in effect from July 1, 2024 until June 30, 2025 unless amended by the Barrow County Board of Commissioners and shall continue in effect beyond June 30, 2025 if not otherwise replaced by another rate resolution or amendment.

FEE SCHEDULE

Barrow County shall assess the following fee for each instance described below:

FEE TYPE	CHARGE
Late Fee	\$2.00 or 10% (whichever is greater)
Disconnection Fee – due to non-payment	\$25.00
After Hours Water Meter turn-on fee	\$75.00
Returned Check Fee	\$35.00
Convenience Fee (Credit/Debit Card Processing Fee)	\$2.00 or 3.95% (whichever is greater)
Customer Account Transfer Fee	\$50.00
Meter Re-Read Fee – Customer Requested	\$50.00
Meter Re-Installation Fee – Customer Requested	\$400.00
Meter Testing Fee – Customer Requested	\$75.00
Raise or lower water meter and/or meter box to grade	\$200.00
Raise or lower fire hydrant to manufacturer's requirement	\$500.00
Raise or lower valve box to grade	\$200.00
Relocate water meter and meter box – No New Tap	\$500.00
Relocate water meter and meter box – New Tap	\$2400.00
Damaged or broken water meter - Replacement	\$400.00
Damaged or broken meter box lid - Replacement	\$45.00
Damaged or broken meter box and lid - Replacement	\$75.00
Damaged or broken turf box with lid - Replacement	\$52.00
Damaged or broken Register - Replacement	\$240.00
Damaged or missing valve marker - Replacement	\$100.00
Damaged, broken or missing valve box - Replacement	\$75.00
Turn water on / off for home inspection	\$50.00
BacT Testing per sample location	\$75.00
BacT Testing delivery fee	\$100.00
Leak Adjustment Program – Voluntary Participation	\$0.70 per month
Wholesale Water Purchase Agreement Increase	5%
Municipal Non-Contract Water Purchase Increase	5%



Barrow County Utilities Department

625 Highway 211 NE Winder, Georgia 30680 Phone: (770) 307-3014 Fax: (770) 307-3118

RATE SCHEDULE TANNERS BRIDGE WASTEWATER TREATMENT PLANT BARBER CREEK WASTEWATER TREATMENT PLANT

RESIDENTIAL ACCOUNTS													
SINGLE FAMILY RESIDENTIAL NEW METER							WATER VOLUME MONTHLY CHARGES						
WATER METER SIZE	NEW CONSTRUCTION OR IRRIGATION ONE-TIME CHARGES						BASE WATER CHARGE PER MONTH	BASE SEWER CHARGE PER MONTH	WATER LEVEL 1	WATER LEVEL 2	WATER LEVEL 3	SEWER LEVEL 1	
	ACCOUNT DEPOSIT FEE	CONNECTION FEE COUNTY INSTALLED		CONNECTION FEE SELF INSTALLED		SYSTEM DEVELOPMENT CAPACITY CHARGES			1 to 2000 GALLONS	2001 to 9000 GALLONS	9001+ GALLONS	1+ GALLONS	
		WATER	SEWER	WATER	SEWER	WATER	SEWER		CHARGE PER 1000 GALLONS				
3/4"	\$100	3,120.00	6,965.00	2,400.00	4,400.00	1,200.00	5,000.00	12.00	17.00 *	6.09	7.73	9.75	5.85
1"		5,201.00	10,943.00	4,000.00	6,000.00	1,200.00	5,000.00	22.50					
2"		16,638.00	28,411.00	12,799.00	12,599.00	1,200.00	5,000.00	48.00					

COMMERCIAL ACCOUNTS													
COMMERCIAL, DEVELOPER AND MUTLI-FAMILY RESIDENTIAL NEW METER							WATER VOLUME MONTHLY CHARGES						
WATER METER SIZE	NEW CONSTRUCTION OR IRRIGATION						BASE WATER CHARGE PER MONTH	BASE SEWER CHARGE PER MONTH	WATER		SEWER		
	ACCOUNT DEPOSIT FEE	CONNECTION FEE COUNTY INSTALLED		CONNECTION FEE SELF INSTALLED		SYSTEM DEVELOPMENT CAPACITY CHARGES			COMMERCIAL MULTI-FAMILY	DEVELOPER	IRRIGATION		
		WATER	SEWER	WATER	SEWER	WATER	SEWER						
3/4"	\$100	3,120.00	6,965.00	2,400.00	4,400.00	1,200.00	5,000.00	12.00	17.00*	6.09	6.09	5.85	
1"		5,201.00	10,943.00	4,000.00	6,000.00	1,200.00	\$20.00/gal	22.50					
2"		16,638.00	28,411.00	12,799.00	12,599.00	1,200.00	\$20.00/gal	48.00					
3"		Variable	53,828.00	25,600.00	22,200.00	1,200.00	\$20.00/gal	98.00					
4"		Variable	82,418.00	40,000.00	33,000.00	1,200.00	\$20.00/gal	160.00					
6"		Variable	161,831.00	79,999.00	62,999.00	1,200.00	\$20.00/gal	278.00					
8"		Variable	257,131.00	127,999.00	98,999.00	1,200.00	\$20.00/gal	300.00					
10"		Variable	Variable	Variable	Variable	1,200.00	\$20.00/gal	Variable					
12"		Variable	Variable	Variable	Variable	1,200.00	\$20.00/gal	Variable					

Sewer Capacity Fee 1 ERU = 250 GPD Minimum

Sewer Base Charge* – Customers served by Pump Stations will have an additional O&M charge of \$5.00 per month.



Barrow County Utilities Department

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RATE SCHEDULE CEDAR CREEK WASTEWATER TREATMENT PLANT

RESIDENTIAL ACCOUNTS													
SINGLE FAMILY RESIDENTIAL NEW METER							WATER VOLUME MONTHLY CHARGES						
WATER METER SIZE	NEW CONSTRUCTION OR IRRIGATION ONE-TIME CHARGES						BASE WATER CHARGE PER MONTH	BASE SEWER CHARGE PER MONTH	WATER LEVEL 1	WATER LEVEL 2	WATER LEVEL 3	SEWER LEVEL 1	
	ACCOUNT DEPOSIT FEE	CONNECTION FEE COUNTY INSTALLED		CONNECTION FEE SELF INSTALLED		SYSTEM DEVELOPMENT CAPACITY CHARGES			1 to 2000 GALLONS	2001 to 9000 GALLONS	9001+ GALLONS	1+ GALLONS	
		WATER	SEWER	WATER	SEWER	WATER	SEWER		CHARGE PER 1000 GALLONS				
3/4"	\$100	3,120.00	7,165.00	2,400.00	4,400.00	1,200.00	5,000.00	12.00	17.00 *	6.09	7.73	9.75	5.85
1"		5,201.00	10,943.00	4,000.00	6,000.00	1,200.00	5,000.00	22.50					
2"		16,638.00	28,411.00	12,799.00	12,599.00	1,200.00	5,000.00	48.00					

Sewer Capacity Fee 1 ERU = 250 GPD Minimum

Sewer Base Charge* – Customers served by Pump Stations will have an additional O&M charge of \$5.00 per month.



Barrow County Utilities Department

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RATE SCHEDULE **MULBERRY RIVER WASTEWATER TREATMENT PLANT**

WATER METER SIZE	NEW CONSTRUCTION OR IRRIGATION ONE-TIME CHARGES						BASE WATER CHARGE PER MONTH	BASE SEWER CHARGE PER MONTH	1 to 2000 GALLONS	2001 to 9000 GALLONS	9001+ GALLONS	1+ GALLONS	
	ACCOUNT DEPOSIT FEE	CONNECTION FEE COUNTY INSTALLED		CONNECTION FEE SELF INSTALLED		SYSTEM DEVELOPMENT CAPACITY CHARGES			CHARGE PER 1000 GALLONS				
		WATER	SEWER	WATER	SEWER	WATER	SEWER		6.09	7.73	9.75	7.05	
3/4"	\$100	3,120.00	6,965.00	2,400.00	4,400.00	1,200.00	9,000.00	12.00	18.00 *				
1"		5,201.00	10,943.00	4,000.00	6,000.00	1,200.00	9,000.00	22.50					
2"		16,638.00	28,411.00	12,799.00	12,599.00	1,200.00	9,000.00	48.00					

COMMERCIAL ACCOUNTS															
COMMERCIAL, DEVELOPER AND MULTI-FAMILY RESIDENTIAL NEW METER							WATER VOLUME MONTHLY CHARGES								
WATER METER SIZE	ACCOUNT DEPOSIT FEE	NEW CONSTRUCTION OR IRRIGATION						BASE WATER CHARGE PER MONTH	BASE SEWER CHARGE PER MONTH	WATER			SEWER		
		CONNECTION FEE COUNTY INSTALLED		CONNECTION FEE SELF INSTALLED		SYSTEM DEVELOPMENT CAPACITY CHARGES				COMMERCIAL	MULTI-FAMILY	DEVELOPER			
		WATER	SEWER	WATER	SEWER	WATER	SEWER			IRIGATION					
3/4"	\$100	3,120.00	6,965.00	2,400.00	4,400.00	1,200.00	9,000.00	12.00	18.00*	6.09	6.09	6.09	7.05		
1"		5,201.00	10,943.00	4,000.00	6,000.00	1,200.00	\$36.00/gal	22.50							
2"		16,638.00	28,411.00	12,799.00	12,599.00	1,200.00	\$36.00/gal	48.00							
3"		Variable	53,828.00	25,600.00	22,200.00	1,200.00	\$36.00/gal	98.00							
4"		Variable	82,418.00	40,000.00	33,000.00	1,200.00	\$36.00/gal	160.00							
6"		Variable	161,831.00	79,999.00	62,999.00	1,200.00	\$36.00/gal	278.00							
8"		Variable	257,131.00	127,999.00	98,999.00	1,200.00	\$36.00/gal	300.00							
10"		Variable	Variable	Variable	Variable	1,200.00	\$36.00/gal	Variable							
12"		Variable	Variable	Variable	Variable	1,200.00	\$36.00/gal	Variable							

Sewer Capacity Fee ERU = 250 GPD

Sewer Base Charge* – Customers served by Pump Stations will have an additional O&M charge of \$5.00 per month.



Barrow County Utilities Department

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LARGE VOLUME WATER USER - MONTHLY VOLUME CHARGES				
METER SIZE	Base Charge	100,000 - 300,000 GPD	300,001 - 600,000 GPD	600,001 - 900,000 GPD
3"	175.00	5.70	5.24	4.98
4"	285.00	5.70	5.24	4.98
6"	495.00	4.75	4.50	4.25
8"	535.20	4.50	4.25	4.15
10"	535.20	4.40	4.20	4.10
12"	535.20	4.30	4.15	4.05

1,000,001+ GPD volume charges – Determined upon request and BOC approval

MUNICIPAL NON-CONTRACT WATER USAGE RATES MONTHLY VOLUME CHARGES

\$5.41

NOTES

Irrigation Meters

¾" Irrigation meters purchased at time of ¾" domestic meter purchase, that do not require a new tap on the water main = \$800.00. ¾" Irrigation meters purchased alone that do not require a new tap on the water main = \$1200.00. The price for a Larger Irrigation Meter will be determined by the Utilities Manager.

Irrigation meters have no monthly base meter charge. Residential monthly usage rates shall be charged at the Water Level 1 rate.

Variable One Time Fees

Self-installed price plus materials and labor

System Development Charges

A fee to cover the customer's pro-rated share of the costs incurred by Barrow County Utilities for the construction of the water and sewer infrastructure. Any System Development Charge for a meter larger than 8" is determined by the Utilities Department.

Base Charge

A monthly minimum charge, regardless of volume used.

Sewer Base Charge*

Customers served by Pump Stations will have an additional O&M charge of \$5.00 per month.

Volume Charge

Rates for water passing through the water meter, based on the monthly billing cycle.

Multi-Family Base Water and Sewer Charge

For Multi-Family housing, an account receiving both water and sewer service shall be charged a base charge of \$10.00 per unit per billing period. Multi-Family housing on water only or sewer only accounts will be charged a base charge of \$7.50 per unit per billing period.

Master Meter Multifamily Units – shall mean the number of residential units, which the water demand of a customer is equivalent, where a Single-family residential unit is calculated to have an average demand of 250 gpd, per the number of ERU's assigned to a master meter. Master Meter Units shall be determined by the total number of residential units served by the Master Meter.

Commercial Master Meter – shall be calculated based on total Amount of GPD capacity requested.



Barrow County Utilities Department

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FIRE PROTECTION METER

Fire Line Meter Size	Monthly Base	Fire Related Usage per 1000 gallons	Non-Fire Related Usage per 1000 gallons
4" and smaller	\$5.15	\$3.50	\$12.18
6"	\$10.30	\$3.50	\$12.18
8"	\$15.45	\$3.50	\$12.18
10"	\$20.60	\$3.50	\$12.18
12"	\$25.75	\$3.50	\$12.18

Fire Protection Meter Connection Fee shall be 10% of the Domestic meter Connection Fee.

All water which passes through the fire line meter for purposes other than fire-fighting shall be billed for water and sewer. The volume charge for non-fire related water usage shall be equal to double (2 times) the respective residential charge. All customers with a fire line meter shall provide certification of the required annual testing and maintenance checks of the backflow prevention devices. This certification should state all parts and operations are without defect or deficiencies.

WASTEWATER PUMPING STATION FEES

So that existing water and wastewater customers are not burdened by the cost of future operation and maintenance of developer-installed wastewater pumping stations, developers shall pay for such future operation and maintenance of wastewater pumping stations contributed to the Barrow County Utilities Department as follows:

Future Operations and Maintenance Costs Fee

Pump Station Category	Future Operations and Maintenance Costs Fee
0-49 HP	\$160,000
50-100 HP	\$200,000
Over 100 HP	\$240,000

The Fee for Future Operations and Maintenance Costs may be waived by the Department Manager only if an existing pump station is decommissioned and flows from said existing pump station are diverted to the new pump station at the Developers sole cost.

Pump Station Cost Recovery Fee

Pump Station	Cost Recovery Fee
6 th Street	\$8.00 per gallon
Freeman Johnson/Hwy 211 NW	\$8.00 per gallon
Harry McCarty	\$10.00 per gallon

The Pump Station Cost Recovery Fee is a one-time Fee to recover the Barrow County cost of investment in the Regional Pump Station infrastructure.

WASTEWATER TREATMENT SURCHARGES

A wastewater treatment surcharge rate schedule is in effect for high strength wastewater dischargers.

To calculate a surcharge for BOD5, TSS, P or Ammonia as Nitrogen NH3 –N , the analytical results of any composite sample for BOD5, TSS, P or NH3 – N shall be deemed representative of the User's discharge for the entire billing period in which the sample is taken, unless additional samples are taken either by Barrow County or the User during the same billing period in which event the average of each parameter's analytical results for that period shall be used to calculate the surcharge for that billing period.

Parameter	Surcharge Threshold	Surcharge Rate
	(mg/L)	(\$ per 1,000 gallons per each additional mg/L above surcharge threshold)
Biochemical Oxygen Demand (BOD5)	250	\$0.00212
Total Suspended Solids (TSS)	250	\$0.00212
Total Phosphorus (TP)	10	\$0.085
Ammonia as Nitrogen (NH3 –N)	30	\$0.0212

NEW DEVELOPMENTS

Please see the Utilities Department Project Submittal Check List on our website to ensure you complete them in order. The checklist can be found at barrowga.org on the Utilities page.

CAPACITY APPLICATION

Before submitting development plans, the appropriate Capacity Application and return it with payment. If appropriate capacity is available, you will be given the approval to submit development plans to the Barrow County Utilities Department for review.

Wastewater Capacity Application Fee	\$500.00 (pd by cash/check/money order)
Water Capacity Application Fee	\$500.00 (pd by cash/check/money order)
One - Five Homes	\$100.00 per unit (pd by cash/check/money order)



Barrow County Utilities Department

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PLAN SUBMITTAL

The Utilities Department accepts plans on Tuesdays during normal business hours. Please allow two weeks for plan review. Larger developments may require additional time.

Submit the New Development Plan Application with Review Fee and provide two (2) hard copies and one (1) digital copy of the Development Plan to the Barrow County Utilities Department for review.

After the Development Plan is approved by the Utilities Department engineers, provide three (3) hard copies for stamping, one (1) digital copy and the AutoCAD file to the Utilities Department.

FEES

Development Plan Type	1 to 67 Units	More than 67 Units
Residential - Water Review*	\$1000.00	\$15 per Unit
Residential - Wastewater Review*	\$1000.00	\$15 per Unit
Residential – Master Meter Review*	\$1000.00	\$1000.00

Development Plan Type	1 to 10 Units	More than 10 Units
Commercial - Water Review*	\$1000.00	\$1250.00
Commercial - Wastewater Review*	\$1000.00	\$1250.00

Wastewater Pump Station Review*	\$1400.00
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*Includes 1st and 2nd Plan Reviews and 1st and 2nd Construction Inspections.

Additional Plan Review – Water	\$5.00 per lot
Additional Plan Review – Wastewater	\$5.00 per lot
Additional Plan Review – Commercial Water	\$250.00 each
Additional Plan Review – Commercial Wastewater	\$250.00 each
Additional Plan Review – Master Meter	\$300.00 each
Additional Inspections – Water	\$250.00 each
Additional Inspections – Wastewater	\$250.00 each
Additional Wastewater Pump Station Review	\$200.00 each
Onsite Meetings with County Engineer	\$200 per hour
Master Planned Development and Industrial	Charged at Hourly Rate (\$1,000 Minimum)

(Paid by Cash, Check or Money Order)

WATER & WASTEWATER STANDARDS & DETAILS

Utilities Standards and Details may be picked up at the Barrow County Utilities office located at 59 Lee Street, Winder, GA. 30680 during normal business hours, free of charge. You may also find them listed on our website at barrowga.org/departments/wastewater.aspx.

PAYMENTS

Accepted methods of payment are cash, check and money order. Payments can be made in person, by mail or placed in our department drop box. Checks shall be made payable to the Barrow County Utilities Department.

Established customers receiving water or both water & wastewater services from our department may also utilize the online credit card portal, pay by phone or apply for automated bank draft. Fees may be applied based on payment method. Options and restrictions are noted on the Department's webpage.

USER CHARGES

User charges and fees are presented by the Public Works Director within the annual budget for review and approval by the Board of Commissioners. User Charges are those as established by the County Board of Commissioners and shall be based on the quantity or volume consumed through the water meter discharged into the Publicly Owned Treatment Works.

Srikanth Yamala
County Manager

Chris Yancey
Public Works Director

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: January 28, 2025

SUBMITTED BY: Abril Olivas, County Manager

ITEM TYPE: Resolution

AGENDA SECTION: New Business

SUBJECT: Consideration to approve a resolution requesting Local Legislation to dissolve the Barrow County Airport Authority and to transfer the assets, liabilities, operations, and responsibilities of the Barrow County Airport Authority to the Barrow County Government.

Work Session:

Voting Session

Options:

- Approval of the resolution
- Denial of the resolution

ATTACHMENTS:

[Resolution - Barrow Airport Authority Local Act.pdf](#)

COUNTY OF BARROW)
)
STATE OF GEORGIA)

RESOLUTION NO. _____

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF BARROW COUNTY
REQUESTING LOCAL LEGISLATION TO DISSOLVE THE BARROW COUNTY
AIRPORT AUTHORITY AND TO TRANSFER THE ASSETS, LIABILITIES,
OPERATIONS, AND RESPONSIBILITIES OF THE BARROW COUNTY AIRPORT
AUTHORITY TO THE BARROW COUNTY GOVERNMENT**

WHEREAS, the Constitution of the State of Georgia provides in Article III, Section VI, Paragraph I thereof that the General Assembly has the power to make all laws not inconsistent with said Constitution, and not repugnant to the Constitution of the United States, which it shall deem necessary and proper for the welfare of the state;

WHEREAS, the General Assembly is authorized by Article III, Section V, Paragraph VIII of the Georgia Constitution and O.C.G.A. § 28-1-14 to enact and amend local laws;

WHEREAS, the Georgia General Assembly in 1958 enacted a local act and thereby created the entity now known as the Barrow County Airport Authority. (Ga. L. 1958, p. 3087) The General Assembly amended said local act in 1986 and again in 1989 (Ga. L. 1986, p. 5519; H.B. No. 824, Act No. 44). Said local act as amended is hereinafter referred to as the "Airport Authority Enabling Act;"

WHEREAS, the Barrow County Airport Authority owns and operates the Barrow County Airport;

WHEREAS, the Constitution of the State of Georgia provides in Article IX, Section II, Paragraph I(a) thereof that the governing authority of a county has legislative power to adopt clearly reasonable resolutions relating to its property, affairs, and local government;

WHEREAS, the Barrow County Board of Commissioners has determined that it is in the best interest of the citizens of Barrow County that the Airport Authority Enabling Act be amended so as to dissolve the Barrow County Airport Authority and to transfer all assets, liabilities, operations, and responsibilities of said authority, including without limitation the Barrow County Airport, to the Barrow County Government and for the same to be assigned to a department of the Barrow County Government, to be known as the Barrow County Airport, with the Barrow County Manager having the power to supervise, direct, and control the day-to-day activities and business operations of said department in the same manner that the County Manager has the power to supervise, direct, and control the day-to-day activities and business operations of other departments of the Barrow County government; and

WHEREAS, the Board of Commissioners of Barrow County has determined that it is appropriate to enact a resolution requesting the Barrow County delegation to the Georgia General Assembly to present and pursue local legislation to amend the Airport Authority Enabling Act so as to dissolve the Barrow County Airport Authority and to transfer all assets, liabilities, operations,

and responsibilities of said authority, including without limitation the Barrow County Airport, to the Barrow County Government;

NOW THEREFORE, BE IT RESOLVED, that the Board of Commissioners of Barrow County hereby respectfully requests that the Barrow County delegation to the Georgia General Assembly present and pursue local legislation to amend the Airport Authority Enabling Act so as to provide for the dissolution of the Barrow County Airport Authority and the transfer of all assets, liabilities, operations, and responsibilities of said authority, including without limitation the Barrow County Airport, to the Barrow County Government; and

BE IT FURTHER RESOLVED, that the Chair of the Board of Commissioners of Barrow County is hereby authorized, empowered and directed to take all actions and to execute all documents necessary to implement this Resolution.

SO RESOLVED AND ADOPTED, this ____ day of January 2025 by the Board of Commissioners of Barrow County.

**BARROW COUNTY BOARD OF
COMMISSIONERS**

Pat Graham, Chairman

Joe Goodman, District 1

Kenny Shook, District 2

Rolando Alvarez, District 3

Alex Ward, District 4

Tim Walker, District 5

Deborah Lynn, District 6

Attest:

County Clerk

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: January 28, 2025

SUBMITTED BY: Abril Olivas, County Manager

ITEM TYPE: Resolution

AGENDA SECTION: New Business

SUBJECT: Consideration to approve a resolution requesting Local Legislation to amend the local governing the Barrow County Board of Elections and Registration to modify the protocol of the appointment of the Board of Elections and Registration Members.

Work Session:

Voting Session

Options:

- Approval of the resolution
- Denial of the resolution

ATTACHMENTS:

[Resolution - Board of Elections and Registration Local Act.pdf](#)

COUNTY OF BARROW)
)
STATE OF GEORGIA)

RESOLUTION NO. _____

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF BARROW COUNTY
REQUESTING LOCAL LEGISLATION TO AMEND THE LOCAL ACT GOVERNING
THE BARROW COUNTY BOARD OF ELECTIONS AND REGISTRATION SO AS TO
MODIFY THE PROTOCOL FOR THE APPOINTMENT OF MEMBERS OF SAID
BOARD OF ELECTIONS AND REGISTRATION**

WHEREAS, the Constitution of the State of Georgia provides in Article III, Section VI, Paragraph I thereof that the General Assembly has the power to make all laws not inconsistent with said Constitution, and not repugnant to the Constitution of the United States, which it shall deem necessary and proper for the welfare of the state;

WHEREAS, the General Assembly is authorized by Article III, Section V, Paragraph VIII of the Georgia Constitution and O.C.G.A. § 28-1-14 to enact and amend local laws;

WHEREAS, the General Assembly is authorized by O.C.G.A. § 21-2-40(b) to create by local act a board of elections and registration in any county of this state which authority necessarily includes the authority to provide by local act for the method of selecting the members of such a board;

WHEREAS, the General Assembly, pursuant to O.C.G.A. § 21-2-40(b), enacted a local act, H.B. 1716, Act 761, effective January 1, 2005, which local act created the Board of Elections and Registration of Barrow County and prescribed the protocol for appointing members thereof (hereinafter “Barrow County BOE Enabling Act”).

WHEREAS, the Constitution of the State of Georgia provides in Article IX, Section II, Paragraph I(a) thereof that the governing authority of a county has legislative power to adopt clearly reasonable resolutions relating to its property, affairs, and local government;

WHEREAS, the Board of Commissioners of Barrow County has determined that it is in the best interest of the citizens of Barrow County that an amendment to the Barrow County BOE Enabling Act be enacted so as to modify the protocol for appointing members of the Barrow County Board of Elections and Registration; and

WHEREAS, the Board of Commissioners of Barrow County has determined that it is appropriate to enact a resolution requesting the Barrow County delegation to the Georgia General Assembly to present and pursue local legislation to amend the Barrow County BOE Enabling Act so as to modify the protocol for appointing members of the Barrow County Board of Elections and Registration;

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of Barrow County hereby respectfully requests the Barrow County delegation to the Georgia General Assembly to present and pursue the enactment of local legislation to amend the Barrow County BOE Enabling Act so as to modify the protocol for appointing members of said Board; and

BE IT FURTHER RESOLVED, that the Chair of the Board of Commissioners of Barrow County is hereby authorized, empowered and directed to take all further actions and to execute all documents necessary to implement this Resolution.

SO RESOLVED AND ADOPTED, this ____ day of January, 2025 by the Board of Commissioners of Barrow County.

**BARROW COUNTY BOARD OF
COMMISSIONERS**

Pat Graham, Chairman

Joe Goodman, District 1

Kenny Shook, District 2

Rolando Alvarez, District 3

Alex Ward, District 4

Tim Walker, District 5

Deborah Lynn, District 6

Attest:

County Clerk