

TOWNS COUNTY

MINUTES

November 18, 2025, at 5:30 PM

A Regular County Meeting was held on November 18, 2025, at 5:30 PM in the courtroom of the Towns County Courthouse.

I. Meeting Called to Order:

Commissioner Bradshaw called the meeting to order and welcomed all in attendance.

II: Presentation and Adoption of Agenda:

Commissioner Bradshaw presented the agenda, it was amended to add four items of new business: Mutual Aid Agreement, Mtn Regional Library Grant, Public Defender Contract – Enotah Judicial Circuit and Hazard Mitigation. After accepting the four additions, it was adopted as read.

III: Presentation and Approval of Minutes

The Minutes from the Regular Meeting on October 21, 2025 were presented for approval and Commissioner Bradshaw approved and signed the same as presented.

IV: Presentation/Reports/Proclamations: Presented a plaque to Curtis Walls who is retiring after 32 years of service as a Paramedic. Faith Bryan was presented with a Certificate of Appreciation for her 35-year career with Georgia Mountain Regional Commission.

V: Old Business: None

VI: New Business: Signed a Mutual Aid Agreement between the City of Hiawassee and the Sheriff's Office. Signed Mountain Regional Library Grant 90/10% up to 163,000.00. Signed Public Defender Contract with Enotah Judicial Circuit for \$19,963.41 to retain lawyers. Signed Hazard Mitigation Plan for 2025-2030. Appointed Shelia McDevitt as the Towns County Board of Election and Registration Republican Representative replacing Jeff Pierot. Signed Contract and Letter of Intent with Georgia Regional Commission for LiDAR imagery in 6 x 6-inch pixel 172 square miles. This will save the County 40% by using GMRC to conduct this LiDAR study, it is beneficial to EMA, Flood Zoning and the Tax Assessor Office. Signed ETC Service Agreement for 36 months for local phone and internet service.

VII: Commissioner's Report: Stuart Nichols and Chris Cannon from our Rec Department received the Georgia Parks & Rec of the Year award for our District which is for Counties with populations of 20,000 or less. I am very proud of them as they look for new programs for our citizens. Stuart gave a report that last year there were 478 people enrolled in rec programs and this year it has risen to 660. We offer adult basketball, golf, girl's flag football and soccer. We are working on walking trails and a possible dog park in the future.

VIII: Public Questions and Comments:

IX: Adjourn meeting.

With no other business to conduct, the meeting was adjourned at 6:04 PM.


Brenda McKinney, County Clerk


Cliff Bradshaw, Sole Commissioner

TOWNS COUNTY AGENDA

County Meeting
November 18, 2025
5:30 pm

- Meeting Called to Order
- Presentation and Adoption of Agenda
- Presentation and Adoption of Minutes
 - County Meeting 10-21-2025
- Presentations/Reports/Proclamations
 - Plaque for retiring Paramedic
- Old Business
 - NONE
- New Business
 - Appoint to the Towns County Board of Elections and Registration
 - Sign contract and letter of intent with Georgia Regional Commission for LiDar flight
 - Sign ETC Service Agreement for 36 months
 - Sign Professional Service Agreements with CSRA Probation Services for Magistrate & Probate Courts
- Commissioner's Comments
- Public Questions and Comments
- Adjourn meeting.

It is the policy of Towns County that all county sponsored public meetings and events are accessible to people with disabilities. If you need assistance in participating in this meeting or event due to a disability as defined under the ADA, please call the (706)896-2276 or email financedirector@townscountyga.com prior to the scheduled meeting or event to request an accommodation.

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 - Sign ETC Service Agreement for 36 months
 - Sign Professional Service Agreements with CSRA Probation Services for Magistrate & Probate Courts
- Amended to add: New business four items
- ① Mutual Aid Agreement
 - ② Mtn Reg Library Grant
 - ③ Public Defender Contract
 - ④ Enotah Judicial Circuit
 - ④ Hazard Mitigation

- Commissioner's Comments
- Public Questions and Comments
- Adjourn meeting.

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MUTUAL AID AGREEMENT

This Agreement, made and entered into on the 18 day of Nov., 2025, by and between CITY OF HIAWASSEE, a municipal corporation of the State of Georgia, acting by and through its duly elected City Council (hereinafter the "City"); and TOWNS COUNTY, GEORGIA, a political subdivision of the State of Georgia, acting by and through its duly elected Sole Commissioner and duly elected Sheriff (hereinafter the "County") (which are sometimes referred to herein individually as a "Party" and collectively as the "Parties").

WHEREAS, the City and County have contiguous boundaries; and

WHEREAS, it is the responsibility of the governments of the City of Hiawassee, Georgia, and Towns County, Georgia, to ensure the public safety of their citizens by providing adequate levels of police services to address any foreseeable routine or emergency situation; and

WHEREAS, the City and County each maintain and staff a Law Enforcement Agency for the purpose of providing law enforcement services to encourage community awareness, enhance public safety, and enforce the ordinances, laws, and statutes of local, state, and federal jurisdiction; and

WHEREAS, City and County have determined that it is to the mutual advantage and benefit of each of the Parties hereto that they render law enforcement assistance to the other in the event of a local emergency, or when requested by either Party; and

WHEREAS, it is the desire of the signatories hereto to enter into this Agreement for mutual aid pursuant to the Georgia Mutual Aid Act, O.C.G.A. Section 36-69-1, et seq., and pursuant to the 1983 Constitution of the State of Georgia, Article IX, Section II, Paragraph 3. NOW

THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the Parties hereto agree as follows:

ARTICLE I – MUTUAL AID

1.1 Purpose

The purpose of this Agreement is to provide for the rendering of extraterritorial assistance during the occurrence of a local emergency, in the prevention or detection of violations of any law, in the apprehension or arrest of any person who violates a criminal law of this state, or in any criminal case, upon request between the City and the County, as provided in O.C.G.A. § 36-69- 3(a). This Agreement is a reciprocal

contract. Each Party to this Agreement may be requested by the other Party to provide mutual aid.

1.2 Definitions

Local Emergency as defined by O.C.G.A. § 36-69-2 means the existence of conditions of extreme peril to the safety of persons and property within the territorial limits of a political subdivision of the state or on a campus of an institution within the University System of Georgia caused by natural disasters, riots, civil disturbances, or other situations presenting major law enforcement and other public safety problems, which conditions are or are likely to be beyond the control of the services, personnel, equipment, and facilities of that political subdivision of the state and which require the combined forces of other political subdivisions of the state to combat.

1.3 Initiation of Mutual Aid Request

- A. In the event the City is in need of extraterritorial assistance from the County as defined in Section 1.1 of this agreement, the City of Hiawassee Chief of Police or designee will make the request to the Towns County Sheriff or his designee.
- B. In the event the County is in need of extraterritorial assistance from the City as defined in Section 1.1 of this agreement, the Towns County Sheriff or designee will make the request to the City of Hiawassee Chief of Police or designee.
- C. The authorized department representative whose assistance is sought shall evaluate the situation and his/her available resources and will respond in a manner deemed appropriate.

1.4 Authority of Personnel Rendering Aid

Whenever the employees of the respective law enforcement agencies are rendering aid outside the agency's normal operational jurisdiction, pursuant to the authority contained in O.C.G.A. § 36-69-4, such employees shall have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the political subdivision in which they are normally employed.

ARTICLE II – LIABILITY

- 2.1 There is no special duty imposed by this Agreement on any Party, or its respective agents and/or employees, to respond to emergency calls pursuant to this Agreement.
- 2.2 Nothing contained in this Agreement shall be construed to create an employment or agency relationship between the agents and employees of the Party providing aid and the Party receiving aid; no agent or employee of a Party shall be deemed to be an employee or agent of the other Party because of any action or incident arising pursuant to this Agreement.

- 2.3 All damages or repairs to any equipment or apparatus shall be the responsibility of the Party that owns such equipment or apparatus.
- 2.4 Nothing contained in this Agreement shall be construed to be a waiver of any Party's sovereign immunity, any individual's qualified immunity, official immunity or exemption from liability provided for by law.
- 2.5 Pursuant to O.C.G.A. § 36-69-7, the requesting Party shall not be liable for any acts or omissions of employees of the responding Party rendering assistance extraterritorially.

ARTICLE III – COMPENSATION

- 3.1 No Party under this Agreement will be required to pay any compensation to any other Party under this Agreement for services rendered pursuant to this Agreement.
- 3.2 The mutual advantage and protection afforded by this Agreement is considered adequate consideration to the Parties.
- 3.3 Each Party to this Agreement shall comply with workers' compensation laws of the State of Georgia without any cost to the other Party.
- 3.4 Each Party shall pay the salaries, benefits, and all other compensation of its own personnel without cost to the other Party.

ARTICLE IV – PRIVILEGES, IMMUNITIES, EXEMPTIONS AND BENEFITS

Pursuant to O.C.G.A. § 36-69-6, all of the privileges and immunities from liability; exemption from laws, ordinances, and rules; and all pension, insurance, relief, disability, workers' compensation, salary, death, and other benefits which apply to the activity of such officers or employees of the City of Hiawassee or Towns County, Georgia, when performing their respective functions within the City or County, shall apply to such officers or employees to the same degree, manner and extent while engaged in the performance of any of their functions and duties extraterritorially under the provisions of Chapter 69 of Title 36 of the Official Code of Georgia relating to mutual aid. The provisions of O.C.G.A. § 36-69-6 shall apply with equal effect to paid, volunteer, and auxiliary employees.

ARTICLE V – COMMAND STRUCTURE

The senior law enforcement officer of the Agency requesting assistance as provided in this Agreement shall be in command of the local emergency as to strategy, tactics, and overall direction of the operations with respect to the law enforcement officers and employees rendering assistance 5 extraterritorially at the request of such Agency. All orders or directions regarding the operations of the law enforcement officers and employees rendering assistance extraterritorially shall be relayed to the senior officer in command of the Agency rendering assistance extraterritorially.

ARTICLE VI – LIMITATIONS

- 6.1 Nothing in this agreement shall be construed as creating a duty to respond when requested by a Party signing this Agreement.
- 6.2 Nothing in this Agreement shall be construed as creating a duty on the part of the responding Agency to stay at the scene of an emergency for any set length of time. Responding personnel and equipment may be removed at any time from the scene at the discretion of the ranking officer from the responding Agency.

ARTICLE VII - NO BENEFIT TO THIRD PARTIES

This Agreement shall not be construed as, or deemed to be, an Agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action hereunder for any cause whatsoever.

ARTICLE VIII - TERM OF AGREEMENT

- 8.1 This Agreement shall commence upon its approval by the respective governing bodies of the Parties and shall continue until December 31, 2025. This Agreement shall be reviewed and renewed annually by the Parties on January 1st, 2027, and each year thereafter unless and until such time as written notice of termination or notification is received by either Party at least ninety (90) days prior to the expiration of the first term or any renewal term thereafter. Pursuant to Georgia law, this Agreement cannot extend beyond fifty (50) years.
- 8.2 Notwithstanding the above, either Party to this Agreement may terminate the Agreement by giving no less than ninety (90) days written notice to the other Party, and

upon the running of ninety (90) days from such written notice, this Agreement shall be terminated.

ARTICLE IX - STANDBY OF EQUIPMENT

Each Party agrees and acknowledges that it will be the responsibility of each Party to provide the backup coverage necessary for its own department.

ARTICLE X – ADMINISTRATION

It is agreed by the Parties that for the purpose of liaison and administration, the City of Hiawasse Police Chief and the Towns County Sheriff shall be jointly responsible.

ARTICLE XI – CONSTRUCTION

Nothing in this Agreement is intended to or shall be construed as modifying the respective rights and obligations of the Parties under any other mutual aid agreement as specifically provided by the laws of the State of Georgia.

ARTICLE XII - ADEQUATE COVERAGE FOR OWN JURISDICTION

12.1 Each Party is responsible for providing adequate coverage for its own jurisdiction.

Each Party's foremost responsibility is to its own citizens. The provisions of this Agreement shall not be construed to impose an unconditional obligation on a Party to this Agreement to provide aid and assistance pursuant to a request from the other Party. When a Party is unable to honor a request for aid and assistance, the Party will immediately inform the Party requesting aid that it will not be able to provide mutual aid.

12.2 In the event that a Party has dedicated a major amount of specialized equipment to an incident at the request of the other Party, the providing Party may in turn request aid from the other Party to cover areas left vacant within its jurisdiction as a result of its response. If the other Party has the means, time, and resources to assist the providing Party, it may do so at the judgment of its senior officer or his or her designee but is under no obligation to assist the providing Party.

ARTICLE XIII – ENTIRE AGREEMENT

13.1 This Agreement shall constitute the entire agreement between the Parties and no modification thereof shall be binding unless evidenced by a subsequent signed written agreement.

13.2 This Agreement shall be the sole instrument for the provision of mutual aid for emergency police services between the Parties.

ARTICLE XIV – SEVERABILITY OF TERMS

In the event any part or provision of this Agreement is held to be invalid, the remainder of this Agreement shall not be affected thereby and shall continue in full force and effect.

ARTICLE XV – GOVERNING LAW

This Agreement shall be governed in all respects as to the validity, construction, capacity, or otherwise, by the laws of the State of Georgia.

IN WITNESS WHEREOF, the Parties, acting by and through their duly authorized officers, have caused their hands and seals to be hereunto affixed, the day and year first above written.

THE CITY OF HIAWASSEE

Jay Chastain
Hiawassee Mayor

Paul Smith
Hiawassee Chief of Police

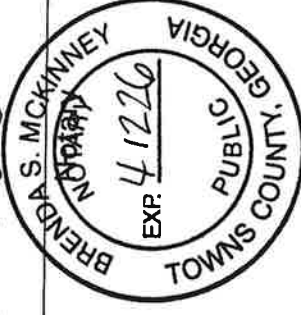
Notary

TOWNS COUNTY, GEORGIA

Cliff Bradshaw
Towns County Commissioner

Anthony Coleman
Towns County Sheriff

Brenda S. McKinney



Georgia Public Library Service
MAJOR REPAIR & RENOVATION

FY 2027 Application

APPLICATION DEADLINE October 31, 2025

Date 10-31-2025
Library System MOUNTAIN REGIONAL
Library Facility TOWN COUNTY PUBLIC LIBRARY
Facility Address 99 S. BOWLING ST HAWASSC, GA 30546
City _____ County TOWNS

Facility Status (check one)
☐ Main Library ☒ Branch Library

Facility Ownership Status (list the owner of the library facility)

TOWNS COUNTY GOVERNMENT

Project Priority (check one)

- ☒ Re-Purpose
☐ Structural repairs
☐ Roof replacements and/or repairs
☐ HVAC replacements and/or repairs
☐ Life Safety/ADA Compliance

Describe

- ☐ Lighting Upgrades
☐ Civil Upgrades
☐ Cosmetic (Painting, Flooring)

Local Matching Funds will be provided by

☐ Library funds
☒ Local Taxing Agency: TOWNS COUNTY GOVERNMENT

Cost of Project

Contract Cost		\$ <u>148,500</u>
Design Fees	10% of estimated TPC	\$ <u>ENC</u>
Other Costs		\$ 0.00
Other Costs		\$ 0.00
Other Costs		\$ 0.00
Subtotal		\$ 0.00
10% Contingency		\$ <u>14,850</u>
Total Cost of Project		\$ <u>163,350</u>

Describe how these costs were determined?

Are the actual costs from a bid process?

Yes

X	No
X	No

Are the estimates from a design professional?

Yes

FOR CONSTRUCTION VIA GORDIAN (STATE CONTRACT)

Description of Project - what will be accomplished with the funds?

CONVERT OPEN SPACES IN THE BRANCH
INTO USABLE AND NEEDED STUDY ROOMS

Need for the Project - why are funds needed for this project and how will it benefit your library?

TOWNS COUNTRY DOES NOT OFFER ANY STUDY
ROOMS FOR PUBLIC USE IN ANY OTHER
LOCATIONS.

Project Schedule - provide a proposed project implementation schedule.

ROUGHLY A 2 MONTH CONSTRUCTION TIMELINE

Contact Information for Project Manager:

Name

HEATH LEE

Phone Number

706 379 1327

(work)

706 204 1212

(cell)

E-Mail Address

DIRECTOR@MOUNTAINLIBRARY.COM



Rough Order Magnitude

Proposal Submitted to:

Heath Lee
Director
Mountain Regional Library System

October 29, 2025

We have an understanding of the scope of work and we have done our preliminary pricing within the CTC (Construction Task Catalog) which has brought up a cost estimate as follows.

Summary Scope

Rough order of magnitude pricing includes Study Room Improvements at the Towns County Library in Hiawassee, located at 99 S. Berrong St. Hiawassee, GA 30546.

Detailed Scope of Work

The Contractor shall perform all work as described below and per any attached specifications and drawings:

Study Rooms

- Provide all set up, hoisting, material handling and clean-up required for this project.
- Includes disposal of all demolition materials.
- Excludes all permits, fees and testing of any kind.
- Provide A/E/Design services to match existing interior design of building.
- Create three private, sound-controlled study rooms with glass window doors.
- Demo existing portion of partition walls located at columns.
- Demo existing island to allow for construction of new walls.
- Provide and install framing, insulation and drywall to create new, smaller partition walls forming three individual study rooms. Walls will continue all the way to the ceiling.
- Finish and paint new partition walls to match existing walls.
- Provide, frame and install (3) three pull glass window doors with no locks.
- Provide and install cove base to match.
- Demo necessary beams in ceiling to allow for construction of partition walls.



- Demo existing strip lighting on beams and replace with client selected track lighting.
- Relocate necessary air diffusers/returns.
- Relocate necessary fire alarm.

Exclusions

- HVAC – any rerouting or ductwork
- Flooring
- New electrical wiring

Our construction costs estimates are as follows:

Towns County Library Study Room Improvements

Total: \$148,500.00

Certification of Matching Funds Availability:

Library Director:

HENTHA CER

signature

Library System Board Chair:

JIM REYNOLDS

signature

Official(s) of Local Taxing Agency Providing the Funds:

1

Cliff Bradshaw

signature

Sole Commissioner Towns County

typed name, position, agency

2

signature

typed name, position, agency

3

signature

typed name, position, agency

Required Attachments

Supporting documentation for project costs (to come)
Professional estimate of repair
Copies of reports documenting code violations, if applicable

Optional Attachments

Plans and specifications (to come)
Photographs (to come)
Other

Enotah Judicial Circuit
ATTACHMENT A – Personnel Expenditures
Lumpkin County

November 1, 2025 – June 30, 2026

The County agrees to pay the Public Defender Office **\$334,927.60** in 8 monthly installments of **\$41,865.95**. Installments are due to the Georgia Public Defender Council (GPDC) on the 15th of the preceding month. Invoices will be sent to the following address:

Abby Branan

99 Courthouse Hill Suite H

Dahlonega GA 30533

← emailed 11-19-25 → Jennifer Mahan
Union County

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

GPDC

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

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

AMENDED CONTRACT

This AMENDED CONTRACT is entered into this 1st day of November 2025, between the Circuit Public Defender Office of the Enotah Judicial Circuit (herein referred to as **“the Public Defender Office”**), the governing authority of Lumpkin County, a body politic and a subdivision of the State of Georgia (herein referred to as **“Lumpkin County”**), the governing authority of Towns County, a body politic and a subdivision of the State of Georgia (herein referred to as **“Towns County”**), and the governing authority of Union County, a body politic and a subdivision of the State of Georgia (herein referred to as **“Union County”**), and the governing authority of White County, a body politic and a subdivision of the State of Georgia (herein referred to as **“White County”**). Lumpkin, Towns, Union, White Counties are herein referred to collectively as **“the Counties.”** This amendment is effective the 1st day of November 2025.

WHEREAS, the parties entered into a contract effective July 1, 2025;

WHEREAS, since such time it has been determined by the parties that salary increases for certain positions are necessary to remain competitive with surrounding judicial circuits;

WHEREAS, the parties have now agreed that the Counties shall pay to the State an additional \$19,963.41 per annum, pro-rated from November 2025 – June 2026, to provide for these salary increases.

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

The Counties shall pay to the Georgia Public Defender Council the additional sum, over and above that originally contracted, of \$13,308.96 for salary increases. This represents the pro-rated portion of the aforementioned \$19,963.41. This shall equate to a new pro-rated contract amount of \$495,736.92, including the 7% administrative fee, and shall replace the original contracted amount referenced in Attachment A in the original FY 26 contract.

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

ATTEST:

Lumpkin County

Melissa Fletcher BY: 
Signature
Chairman of the Board
Title

ATTEST:

Towns County

Glenda M. Hunning BY: 
Signature
Sole Commissioner
Title

ATTEST:

Union County

BY: _____
Signature

Title

ATTEST:

White County

BY: _____
Signature

Title

ATTEST:

Circuit Public Defender

BY: _____
Signature
Circuit Public
Defender

ATTEST:

Consented to:

Georgia Public Defender Council

BY: _____
Signature
Director

MRESOLUTION – TOWNS COUNTY, GEORGIA

TOWNS COUNTY HAZARD MITIGATION PLAN 2025 - 2030

WHEREAS, Towns County and its municipalities recognize that it is threatened by several different types of natural and man-made hazards that can result in loss of life, property loss, economic hardship and threats to public health and safety; and

WHEREAS, the Federal Emergency Management Agency (FEMA) requires that every county and municipality have a pre-disaster mitigation plan in place, and requires the adoption of such plans in order to receive specific disaster assistance and mitigation grant opportunities; and

WHEREAS, a Hazard Mitigation Plan is a community's plan for evaluating hazards, identifying resources and capabilities, selecting appropriate actions, and developing and implementing the preferred mitigation actions to eliminate or reduce future damage in order to protect the health, safety and welfare of the residents in the community; and

WHEREAS, Towns County's 2025 Hazard Mitigation Plan has been prepared in accordance with FEMA requirements at 44 CFR 201.6; and

WHEREAS, the Plan will be updated every five years;

NOW, THEREFORE, BE IT RESOLVED, by the Commissioner of Towns County, Georgia, that:

- 1) Towns County, Georgia, has adopted Towns County's 2025 Hazard Mitigation Plan; and
- 2) It is intended that the Plan be a working document and is the first of many steps toward improving rational, long-range mitigation planning and budgeting for Towns County and its municipalities.

PASSED, APPROVED AND ADOPTED by the Commissioner of Towns County, Georgia,
in regular session this 18 day of Nov, 2025.



Chairperson



County Clerk

205 Page Document on file in Commissioners' Office

CLIFF BRADSHAW
TOWNS COUNTY COMMISSIONER
48 RIVER STREET

SUITE B
HIAWASSEE, GEORGIA 30546
Telephone: 706-896-2276
Fax: 706-896-4628

Towns County, Georgia
Entered
12-2-25
Eric Barrett
Clerk Superior Court

Honorable Eric Barrett
Clerk, Towns County Superior Court
48 River Street
Hiawassee, GA 30546

RE: Appointment Sheila McDevitt to Towns County Board of Election and Registration

Dear Mr. Barrett:

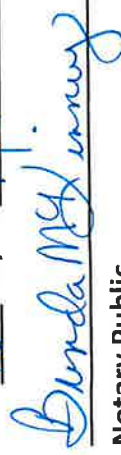
Pursuant to House Bill 795 by Twiggs of the 8th, LC 11 0277, I certify that my office has received an affidavit from the Chairman of the Towns County Republican Party selecting Ms. Sheila McDevitt 1652 Heathers Cove, Hiawassee, Georgia 30546, as a member of the Board of Elections and Registration for Towns County, Georgia to replace Jeff Pierot when he resigns.

Therefore, I am hereby appointing the above-named Sheila McDevitt to said position as authorized in House Bill 795, Section 2 of said legislation. Ms. McDevitt's appointment will become effective on Jeff Pierot's resignation or December 10, 2025 whichever comes first.


Cliff Bradshaw

Sole Commissioner, Towns County

Sworn to and subscribed before me,
This 18 day of Nov, 2025.



Notary Public

My Commission expires: 4-12-26





3921 Hwy 76, Ste 5
Young Harris, GA 30582
Thursday, November 12, 2025

Honorable Sole Commissioner Cliff Bradshaw
48 River Street
Hiawassee, GA 30546

State of Georgia
County of Towns

AFFIDAVIT OF ELECTION BOARD MEMBER APPOINTMENT

In accordance with the law governing the appointment of members to the Towns County Board of Election and Registration, I hereby affirm that I am the Chair of the Republican Party of Towns County, Inc., and I hereby appoint:

Ms. Sheila M. McDevitt
1652 Heathers Cove Rd
Hiawassee, GA 30546

To be appointed as the Republican Representative for the Towns County Election Board and Registration for a two-year term effective upon the resignation of Jeff Pierot, but no later than December 10, 2025.

I hereby Certify that Ms. McDevitt's address is true and correct and that the appointment has been duly approved by unanimous consent of the Executive Committee of the Republican Party of Towns County, Inc.

Respectfully,

A handwritten signature in blue ink, appearing to read 'Sheila M. McDevitt', is written over a horizontal line.

Sheila M. McDevitt, Chair
Republican Party of Towns County, Inc.



Pc: Eric Barrett, Clerk of Superior Court
Nancy Clemens, Acting Secretary of Republican Party of Towns County, Inc.

Sworn to and subscribed before me and personally known to me this 13th day of November 2025.

A handwritten signature in blue ink, appearing to read 'Michael D. Solesbee', is written over a horizontal line.

Notary

MINUTES
EXECUTIVE COMMITTEE
REPUBLICAN PARTY OF TOWNS COUNTY, INC.
October 14, 2025

The meeting was called to order by the Chair Sheila McDevitt, at 1:15 P.M. Members present in person were Bill Scott, Anna Denton and the Chair. Members Nancy Clemens and Harvey Cohen attended by telephone.

The Chair indicated that the meeting was called to address two vacancies:

1. The vacancy resulting from Ron Emerich's resignation as 2nd Vice Chair, and
2. Jeff Pierot's upcoming resignation in November as a member of the Towns County Election and Registration Board.

The Chair suggested that John Alger be considered to serve in the position of 2nd Vice Chair. The Committee discussed the suggestion. Upon motion, duly made by Anna Denton and seconded by Bill Scott, the Executive Committee recommended that the Board appoint John Alger to be 2nd Vice Chair.

Sheila McDevitt told the Executive Committee that she was going to appoint herself to the Elections and Registration Board. She told the group that she had been asked by members of the Board to consider it. After discussion and upon motion duly made by Bill Scott and seconded by Anna Denton, the Executive Committee approved the appointment of Sheila McDevitt to the Towns County Elections and Registration Board.

The Committee then spent some time reviewing the consolidated calendar and discussing some of the mid-term election related events.

The Committee meeting adjourned at 2:10 P.M.

Submitted by Interim Secretary, Nancy Clemens, 1st Vice Chair, TCGOP



Nancy Clemens

LETTER OF INTENT

It is Towns County's intention to purchase the following digital products through the 2026 GMRC Orthoimagery and LiDAR Project:

Towns County – 172 Square Miles

6" Pixel Resolution 4-Band Color Infrared Digital Orthophotography \$ 16,855.00

GMRC Project Administration

Total Towns County Project Cost - \$ 18,355.00


Cliff Bradshaw, Sole Commissioner
Towns County

Date Nov 18, 2025

Brenda McKinney
Brenda McKinney, County Clerk
WITNESSED

Date Nov 18 2025

Seal



Georgia Mountains Regional Commission

Heather Feldman, Executive Director

Date _____

PARTIES: Georgia Mountains Regional Commission;
Towns County, Georgia

SUBJECT: Digital Orthoimagery Acquisition and Delivery

TERM: December 1, 2025 to October 31, 2026

AGREEMENT

THIS AGREEMENT entered into this 18 day of November, 2025 between the GEORGIA MOUNTAINS REGIONAL COMMISSION, hereinafter referred to as the "Commission", and TOWNS COUNTY, hereinafter referred to as the "County".

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereto do hereby agree as follows:

1. Description of Services The Commission shall provide the following:

Digital Orthoimagery Acquisition and Delivery
6" Pixel Resolution 4-band Color Infrared Digital Orthoimagery
Towns County – 172 Square Miles

Per the County's submitted area of interest (AOI), NV5 Geospatial, hereinafter referred to as the "Vendor", will acquire digital aerial photography during the collection window beginning late December 2025 and ending no later than February 28, 2026. Imagery will be acquired under typical and standard climate and environmental specifications, including, and specifically, leaf-off conditions when the sky is sufficiently clear, deciduous foliage is dormant, and when the ground is not obscured by snow, haze, smoke, dust, cloud shadows or other ground cover. There shall be less than 5% cloud cover and/or shadows in the imagery. During the above referenced flight dates, shadows caused by topographic relief and low sun angle shall be avoided. Aerial imagery capture shall not be undertaken when the sun angle is less than thirty (30) degrees above the horizon.

Vendor will deploy the UltraCam Eagle Mark 3 (M3) sensor to capture the above-mentioned imagery at a scale sufficient for producing 1" = 100' planimetric mapping meeting the ASPRS Positional Accuracy Standards for Digital Geospatial Data Edition 2, Version 2 2024, and for production of four-band (R, G, B, IR) six-inch (6") ground sample distance (GSD) digitally orthorectified imagery deliverables in GeoTIFF format. Airborne GPS (ABGPS), inertial measurement unit (IMU) technologies, will be used during acquisition to enable direct geo-referencing of the acquired imagery for the project. Ground control point locations are distributed to verify all planned flight blocks are consistently tested to meet or exceed ASPRS Positional Accuracy Standards for Digital Geospatial Data Edition 2, Version 2 2024.

County's existing tiling structure/grid will be used if submitted to the Commission prior to acquisition.

Upon completion of acquisition and post processing of aerial photography, the Vendor will provide to the Commission, "draft" deliverables for the County. Upon checking for completeness, the Commission will forward the "draft" data set to the County to complete their QA/QC process on the deliverables. The County's QA/QC process must be completed within 30 days of receipt of "draft" data.

Upon the Commission's receipt of final approval from the County, the Commission will accept the deliverables for the County. The final deliverables will be transferred to the County upon receipt of all deliverables mentioned in Section 3 from the Vendor. The County will maintain ownership of the data deliverables for the project.

2. Term of Agreement: The term of this Agreement shall be from December 1, 2025 to October 31, 2026.

3. Products to be Submitted:

Final data delivery shall consist of a complete set of digital orthophoto files, for each tile in the area of interest submitted by the County, in GeoTIFF image format on portable HDD. A full mosaic image shall also be included in MrSID™ format. The orthophoto files will be produced directly from digital data with no modifications. Additionally, the County will receive a GEN 2, 3-band MrSID™ image for use with older Computer Aided Dispatch (CAD) systems. All orthophoto files will be georeferenced by the Vendor prior to delivery. World coordinate files (.tfw) files for each orthophoto file shall also be delivered. Additionally, a full set of MrSID™ format files, representing each tile and organized optimally for each county and city in the project area, and created with a 20:1 compression ratio, shall be provided. All digital orthophoto products shall be referenced horizontally to the Georgia State Plane Coordinate System NAD83. Images shall be delivered in uncompressed GeoTIFF file format with no internal tiling or overviews.

4. Compensation The County shall pay the following:

6" Pixel Resolution Digital Orthoimagery – \$16,855.00
GMRC Administrative Fee – \$1,500.00
Total County Project Costs - \$18,355.00

10% Due Upon Contract Execution - \$1,835.50
40% Due Upon Completion of Acquisition - \$7,342.00
40% Due Upon Completion of Processing/Deliverables - \$7,342.00
10% Due Upon Final Acceptance/Approval - \$1,835.50

The County will be invoiced by the Commission for compensation.

5. Termination: This Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party. The Commission shall be compensated for all services rendered to and including the date of termination.

6. Entire Agreement; Modification: (a) This writing constitutes the entire agreement of the parties, and no representations are made or relied upon by either party other than those expressly set forth. (b) No modification, amendment waiver, termination or discharge hereof shall be binding upon either party unless executed in writing by the parties.

7. Execution in Duplicate: This Agreement is executed in duplicate, and each of the duplicates shall be deemed to be an original and shall have the same force and effect as if it alone had been executed by the parties.

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

GEORGIA MOUNTAINS REGIONAL
COMMISSION

By: _____
Heather Feldman, Executive Director

By: _____
Courtney Umbehant, Council Chairman

Subscribed and sworn to
in our presence:

Notary Public

TOWNS COUNTY

By: _____
Cliff Bradshaw, Sole Commissioner
Towns County

Subscribed and sworn to
in our presence

Notary Public





ETC Service Agreement

This Agreement ("Agreement") is entered into between

Towns County Commissioner ("Customer") and ETC Communications, LLC ("ETC")
Customer # 285396 DS1

For good and valuable consideration, including the mutual promises contained herein, Customer orders from ETC the services identified Agreement ("Agreement") incorporated herein for service ("Service"). Customer and ETC agree that the Service shall be provided pursuant to the rates, charges, terms and conditions set forth in "Item(s) to be Discounted" section, in addition to all federal, state and local taxes that are applicable.

The undersigned representative on behalf of Customer represents that he or she is authorized to enter into this Agreement for Customer, and that he or she and Customer have complied with all legal requirements for entering into this Agreement and to ordering Services pursuant to this Agreement.

This Agreement is effective upon the Customer's signature to this Agreement and is subject to and controlled by the Tariff and may be revised from time to time by applicable regulatory authorities.

The term of this Agreement is 36 months. Customer may terminate the Agreement with written notice thirty days prior to termination. Upon termination of this Agreement, prior to the end of the term, ETC shall be entitled to payment of all credits given to Customer under the terms of this Agreement and reimbursement of all installation charges ETC did not charge Customer during the term of this Agreement. Upon the end of the term for this Agreement, all ETC equipment shall be returned that is in Customer's possession.

Item(s) to be Discounted	Discount Percentage or Credit
706.896.2276 & Associated lines	20%

Agreement Start Date: 10.24.25 Agreement End Date: 10.24.28

Authorized Customer Signature: [Signature]

Date: Nov 18, 2025

Printed Name: Cliff Brackley

Title: Sole Commissioner Towns County

ETC Representative: [Signature]

Date: 10.24.25

Printed Name: Mitchell Pack

Title: Business Apps Specialist

QUOTATION TO:

ETC Valued Customer

PROPOSAL:

Contract Savings off your local Dial-Tone

You signed an ETC Service Agreement that gives you savings off your local phone and internet services that you have with ETC.

I wanted to make you aware that your contract has expired on 3.23.25 however ETC has not removed your \$129.16 discount from your ETC statement.

ETC does not do an automatic contract renewal, I have included a contract with this letter, if you wish to continue to receive the contract savings please sign and return the contract to me. Thank you and have a blessed day.

Mitchell Pack

Business Applications Specialist

Office 706-697-5754

Fax 706-697-5689

E-Mail mpack@etcnow.com

Copy

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is effective as of this 1st day of January, 2026 ("Effective Date"), by and between **TOWNS COUNTY**, a political subdivision of the State of Georgia, acting by and through its governing authority, the Towns County Commissioner (the "County"); the **TOWNS COUNTY SUPERIOR COURT** (the "Court") and **CSRA PROBATION SERVICES, INC.**, 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 has requested that the County enter into this Agreement with the Contractor; and

WHEREAS, the County desires to retain Contractor to provide probation supervision, pretrial supervision services, 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. Project Description

The project is described as the provision of private probation services in accordance with O.C.G.A. § 42-8-100 et seq. for the Towns County Superior Court.

B. The Work

The Work to be completed under this Agreement (the "Work") consists of those services described in **Exhibit C**, 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, 2030. 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. If the Parties cannot reach an agreement on the terms for performing the changed work within a reasonable time to avoid delay or other unfavorable impacts as determined by the County in its sole discretion, the County shall have the right to determine reasonable terms, and the Contractor shall proceed with the changed work.

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 or designee has authority to execute without further action of the Towns County Commissioner, 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 Towns County Commissioner.

III. COMPENSATION AND METHOD OF PAYMENT

Compensation and method of payment to Contractor shall be accordance with **Exhibit C**. 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 completion of the Work undertaken by Contractor under this Agreement. The Contractor shall employ only persons duly qualified in the appropriate area of expertise to perform the Work described in this Agreement.

B. Budgetary Limitations

Contractor agrees and acknowledges that budgetary limitations are not a justification for breach of sound principals of Contractor's profession and industry. Contractor shall take no calculated risk in the performance of the Work. Specifically, Contractor agrees that, in the event it cannot perform the Work within the budgetary limitations established without disregarding sound principals of Contractor's profession and industry. Contractor will give written notice immediately to the County.

C. 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 bears no responsibility for Contractor's Work performed under this Agreement. The County will not, and need not, inquire into adequacy, fitness, suitability or correctness of Contractor's performance. Contractor further agrees that no approval by any person, body or agency shall relieve Contractor of the responsibility for adequacy, fitness, suitability, and correctness of Contractor's Work under professional and industry standards, or for performing services under this Agreement in accordance with sound and accepted professional and industry principals.

D. Contractor's Reliance on Submissions by the 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.

E. Contractor's Representative

STEVE QUEEN. Contractor's Director, or his designee shall be authorized to act on Contractor's behalf with respect to the Work as Contractor's designated representative.

F. 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.

G. 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. The 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.

H. 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. The 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. The 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.

I. Insurance

(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) Professional Liability of \$1,000,000 (one million dollars) limit for claims arising out of professional services and caused by the Contractor's errors, omissions, or negligent acts.
- (d) 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.
- (e) 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.

(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 policy or Workers' Compensation policy.

J. 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 A and B** (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 A**, 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 B**, 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. The 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. The 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.

 X 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.

K. 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.

L. 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 Towns 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; and it is not my fault
- (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.)

M. 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. The

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. The 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.

N. Licenses, Certifications and Permits

The 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

O. Key Personnel

The individuals identified in **Exhibit D** are necessary for the successful completion of the Work due to their unique expertise and depth and breadth of experience. There shall be no change in Contractor's Director, as listed in **Exhibit D**, without written approval of the County. Any substitutes shall be persons of comparable or superior expertise and experience. Failure to comply with the provisions of this section shall constitute a material breach of Contractor's obligations under this Agreement and shall be grounds for termination. Contractor shall not subcontract with any third party for the performance of any portion of the Work without the prior written consent of the County. Contractor shall be solely responsible for any such subcontractors in terms of performance and compensation.

P. 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.

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

D. 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.

E. 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.

F. 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 Towns 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. 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:

Towns County Commissioner
48 River Street, Suite B
Hiawassee, Georgia 30546

NOTICE TO THE CONTRACTOR shall be sent to:

Ginny Kent, President
CSRA Probation Services, Inc.
802-D Oakhurst Drive
Evans, Georgia 30809

XIII. 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.

XIV. 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.

XV. 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.

XVI. 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.

XVII. 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.

XVIII. 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.

IN WITNESS WHEREOF the County, the Chief Judge of the Towns County Superior Court and the Contractor have executed this Agreement effective as of the date the last Party executes this Agreement.

Approved as to form:


County Attorney

**CONTRACTOR:
CSRA PROBATION SERVICES, INC.**


Ginny Kent, President

Attest:


Printed Name: Doreen J. Gregory
Title: Notary Public

Attest:


Towns, County Clerk

TOWNS COUNTY COMMISSIONER:


Cliff Bradshaw, Commissioner


**AGREED AND CONSENTED TO BY THE:
TOWNS COUNTY SUPERIOR COURT**


Hon. Joy R. Parks, Chief Judge

EXHIBIT A

STATE OF GEORGIA
COUNTY OF TOWNS

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 Towns 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:

18678
Federal Work Authorization User Identification
Number

February 3, 2009
Date of Authorization

CSRA Probation Services, Inc.
Name of Contractor

Probation Services for Towns County
Superior Court
Name of Project

Towns County, Georgia
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.
Executed on Sept. 25, 2025 in Evans (city),
GA (state).

[Signature]
Signature of Authorized Officer or Agent

Clint Kent
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 25th DAY OF
September, 2025.

[Signature]
NOTARY PUBLIC
DAVID GREGORY
NOTARY SEAL
My Comm. Exp. 2026
My Commission Expires: 2026
COLUMBIA COUNTY, GA

STATE OF GEORGIA
COUNTY OF TOWNS

EXHIBIT B

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 _____ (name of contractor) on behalf of Towns 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

Name of Project

Name of Public Employer

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

Executed on _____, _____, 20__ 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
_____, 20__.

NOTARY PUBLIC

[NOTARY SEAL]
My Commission Expires:

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:

F. 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 \$45.00 per month. Acceptable monthly contacts may be made in person or by phone, email, 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 \$45.00 per month. Acceptable monthly contacts may be made in person and/or by phone, email, electronic report or written report.

- 3.) For those pretrial diversion or pretrial release cases in which Contractor provides supervision or monitoring services, the defendant shall pay a fee of \$45.00 per month.
- 4.) On-site drug testing will be conducted at a rate of \$20.00 per screen and \$25.00 for lab confirmations at the request of the probationer or Court. Alcohol urine screens will be conducted at a rate of \$15.00 per screen.
- 5.) The probationer shall pay for electronic monitoring services at a rate as follows:
 - Radio Frequency (RF) House Arrest at \$6.00 per day;
 - Global Positioning Satellite Tracking Monitoring (GPS) at \$10.00 per day;
 - SCRAM alcohol monitoring at \$12.00 per day plus \$25.00 enrollment fee;
 - Random Breath Alcohol Monitoring at \$6.50 per day;
 - Outreach Smartphone Random GPS/Alcohol Monitoring at \$6.00 per day.
- 6.) American Community Corrections Lifeskills Self-Directed Learning Course- \$60.00 per course.

G. 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.

H. 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.

I. 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.

J. Notice of Court Sessions

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

K. 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 D

KEY PERSONNEL

1. Steve Queen, Director, CSRA Probation Services, Inc.

2. _____

3. _____

EXHIBIT C

SCOPE OF SERVICES AND RESPONSIBILITIES OF CONTRACTOR

Contractor agrees to provide to the Towns 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, pretrial supervision services, 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 Towns County Superior Court and placed on misdemeanor probation in Towns County.
- 2.) Compliance with Statutes and Rules. Contractor shall comply at all time 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 or by telephone, email

electronic report, written report or tender of payment. Probation officers will maintain an average caseload of 350 active participants.

- 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 and/or by telephone phone, email, electronic report or written report. Probation officers will maintain an average caseload of 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. Contractor shall maintain a local office to meet with and to provide services to probationers.

B. Reports

Contractor shall provide a quarterly report to the 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 Towns 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. Contractor shall monitor and supervise pretrial diversion participants to ensure compliance with the order of pretrial diversion supervision.

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

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is effective as of this 1st day of January, 2026 (“Effective Date”), by and between **TOWNS COUNTY**, a political subdivision of the State of Georgia, acting by and through its governing authority, the Towns County Commissioner (the “County”), the **TOWNS COUNTY MAGISTRATE COURT** (the “Court”) and **CSRA PROBATION SERVICES, INC.**, 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 has requested that the County enter into this Agreement with the Contractor; and

WHEREAS, the County desires to retain Contractor to provide probation supervision, pretrial supervision services, 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. Project Description

The project is described as the provision of private probation services in accordance with O.C.G.A. § 42-8-100 et seq. for the Towns County Magistrate Court.

B. The Work

The Work to be completed under this Agreement (the “Work”) consists of those services described in **Exhibit C**, 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, 2030. 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. If the Parties cannot reach an agreement on the terms for performing the changed work within a reasonable time to avoid delay or other unfavorable impacts as determined by the County in its sole discretion, the County shall have the right to determine reasonable terms, and the Contractor shall proceed with the changed work.

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 or designee has authority to execute without further action of the Towns County Commissioner, 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 Towns County Commissioner.

III. COMPENSATION AND METHOD OF PAYMENT

Compensation and method of payment to Contractor shall be accordance with **Exhibit C**. 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 completion of the Work undertaken by Contractor under this Agreement. The Contractor shall employ only persons duly qualified in the appropriate area of expertise to perform the Work described in this Agreement.

B. Budgetary Limitations

Contractor agrees and acknowledges that budgetary limitations are not a justification for breach of sound principals of Contractor's profession and industry. Contractor shall take no calculated risk in the performance of the Work. Specifically, Contractor agrees that, in the event it cannot perform the Work within the budgetary limitations established without disregarding sound principals of Contractor's profession and industry, Contractor will give written notice immediately to the County.

C. 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 bears no responsibility for Contractor's Work performed under this Agreement. The County will not, and need not, inquire into adequacy, fitness, suitability or correctness of Contractor's performance. Contractor further agrees that no approval by any person, body or agency shall relieve Contractor of the responsibility for adequacy, fitness, suitability, and correctness of Contractor's Work under professional and industry standards, or for performing services under this Agreement in accordance with sound and accepted professional and industry principals.

D. Contractor's Reliance on Submissions by the 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.

E. Contractor's Representative

STEVE QUEEN, Contractor's Director, or his designee shall be authorized to act on Contractor's behalf with respect to the Work as Contractor's designated representative.

F. 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.

G. 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. The 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.

H. 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. The 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. The 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.

I. Insurance

(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) Professional Liability of \$1,000,000 (one million dollars) limit for claims arising out of professional services and caused by the Contractor's errors, omissions, or negligent acts.
- (d) 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.
- (e) 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.

(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 policy or Workers' Compensation policy.

J. 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 A and B** (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 A**, 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 B**, 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. The 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. The 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.

 X 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.

K. 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.

L. 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 Towns 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; and it is not my fault
- (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.)

M. 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. The

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. The 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.

N. Licenses, Certifications and Permits

The 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

O. Key Personnel

The individuals identified in **Exhibit D** are necessary for the successful completion of the Work due to their unique expertise and depth and breadth of experience. There shall be no change in Contractor's Director, as listed in **Exhibit D**, without written approval of the County. Any substitutes shall be persons of comparable or superior expertise and experience. Failure to comply with the provisions of this section shall constitute a material breach of Contractor's obligations under this Agreement and shall be grounds for termination. Contractor shall not subcontract with any third party for the performance of any portion of the Work without the prior written consent of the County. Contractor shall be solely responsible for any such subcontractors in terms of performance and compensation.

P. 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.

Q. 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.** Upon termination, the Contractor shall promptly discontinue all services affected, unless the notice of termination directs otherwise.
- D.** 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.
- E.** Pursuant to O.C.G.A. § 42-8-101(a)(1), the Chief Judge of the County Magistrate 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.
- F.** 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 Towns 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. 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:

Towns County Commissioner
48 River Street, Suite B
Hiawassee, Georgia 30546

NOTICE TO THE CONTRACTOR shall be sent to:

Ginny Kent, President
CSRA Probation Services, Inc.
802-D Oakhurst Drive
Evans, Georgia 30809

XIII. 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.

XIV. 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.

XV. 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.

XVI. 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.

XVII. 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.

XVIII. 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.

IN WITNESS WHEREOF the County, the Chief Judge of the Towns County Magistrate Court and the Contractor have executed this Agreement effective as of the date the last Party executes this Agreement.

Approved as to form:

Patricia R. R.
County Attorney

CONTRACTOR:
CSRA PROBATION SERVICES, INC.

Ginny Kent
Ginny Kent, President

Attest:

Deirdre J. Gregory
Printed Name Deirdre J. Gregory
Title: County Attorney

TOWNS COUNTY COMMISSIONER:

Cliff Bradshaw
Cliff Bradshaw, Commissioner



AGREED AND CONSENTED TO BY THE:
TOWNS COUNTY MAGISTRATE COURT

Dwight David Rogers
Hon. Dwight David Rogers, Chief Judge

Attest:

Brenda M. H. H.
Towns County Clerk

STATE OF GEORGIA
COUNTY OF TOWNS

EXHIBIT A

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 Towns 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:

18678
Federal Work Authorization User Identification
Number

February 3, 2009
Date of Authorization

CSRA Probation Services, Inc.
Name of Contractor

Probation Services for Towns County
Magistrate Court
Name of Project

Towns County, Georgia
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.
Executed on Sept. 25, 2025 in Evans (city), GA (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 25th DAY OF
September, 2025.



EXHIBIT B

**STATE OF GEORGIA
COUNTY OF TOWNS**

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 _____ (name of contractor) on behalf of Towns 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

Name of Project

Name of Public Employer

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

Executed on ____, ____, 20__ 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
____, 20__.

NOTARY PUBLIC

[NOTARY SEAL]
My Commission Expires:

EXHIBIT C

SCOPE OF SERVICES AND RESPONSIBILITIES OF CONTRACTOR

Contractor agrees to provide to the Towns County Magistrate 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, pretrial supervision services, 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 Towns County Magistrate Court and placed on misdemeanor probation in Towns County.

2.) Compliance with Statutes and Rules. Contractor shall comply at all time 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 or by telephone, email

electronic report, written report or tender of payment. Probation officers will maintain an average caseload of 350 active participants.

- 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 and/or by telephone phone, email, electronic report or written report. Probation officers will maintain an average caseload of 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. Contractor shall maintain a local office to meet with and to provide services to probationers.

B. Reports

Contractor shall provide a quarterly report to the 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 Towns 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. Contractor shall monitor and supervise pretrial diversion participants to ensure compliance with the order of pretrial diversion supervision.

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:

F. 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 \$45.00 per month. Acceptable monthly contacts may be made in person or by phone, email, 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 \$45.00 per month. Acceptable monthly contacts may be made in person and/or by phone, email, electronic report or written report.

- 3.) For those pretrial diversion or pretrial release cases in which Contractor provides supervision or monitoring services, the defendant shall pay a fee of \$45.00 per month.
- 4.) On-site drug testing will be conducted at a rate of \$20.00 per screen and \$25.00 for lab confirmations at the request of the probationer or Court. Alcohol urine screens will be conducted at a rate of \$15.00 per screen.
- 5.) The probationer shall pay for electronic monitoring services at a rate as follows:
 - Radio Frequency (RF) House Arrest at \$6.00 per day;
 - Global Positioning Satellite Tracking Monitoring (GPS) at \$10.00 per day;
 - SCRAM alcohol monitoring at \$12.00 per day plus \$25.00 enrollment fee;
 - Random Breath Alcohol Monitoring at \$6.50 per day;
 - Outreach Smartphone Random GPS/Alcohol Monitoring at \$6.00 per day.
- 6.) American Community Corrections Lifeskills Self-Directed Learning Course- \$60.00 per course.

G. 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.

H. 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.

I. 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.

J. Notice of Court Sessions

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

K. 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 D

KEY PERSONNEL

1. Steve Queen, Director, CSRA Probation Services, Inc.

2. _____

3. _____

PSA WITH CSRA PROBATION SERVICES, INC
AND TOWNS COUNTY MAGISTRATE COURT

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is effective as of this 1st day of January, 2026 ("Effective Date"), by and between **TOWNS COUNTY**, a political subdivision of the State of Georgia, acting by and through its governing authority, the Towns County Commissioner (the "County"), the **TOWNS COUNTY PROBATE COURT** (the "Court") and **CSRA PROBATION SERVICES, INC.**, 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 has requested that the County enter into this Agreement with the Contractor; and

WHEREAS, the County desires to retain Contractor to provide probation supervision, pretrial supervision services, 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. Project Description

The project is described as the provision of private probation services in accordance with O.C.G.A. § 42-8-100 et seq. for the Towns County Probate Court.

B. The Work

The Work to be completed under this Agreement (the "Work") consists of those services described in **Exhibit C**, 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, 2030. 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. If the Parties cannot reach an agreement on the terms for performing the changed work within a reasonable time to avoid delay or other unfavorable impacts as determined by the County in its sole discretion, the County shall have the right to determine reasonable terms, and the Contractor shall proceed with the changed work.

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 or designee has authority to execute without further action of the Towns County Commissioner, 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 Towns County Commissioner.

III. COMPENSATION AND METHOD OF PAYMENT

Compensation and method of payment to Contractor shall be accordance with **Exhibit C**. 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 completion of the Work undertaken by Contractor under this Agreement. The Contractor shall employ only persons duly qualified in the appropriate area of expertise to perform the Work described in this Agreement.

B. Budgetary Limitations

Contractor agrees and acknowledges that budgetary limitations are not a justification for breach of sound principals of Contractor's profession and industry. Contractor shall take no calculated risk in the performance of the Work. Specifically, Contractor agrees that, in the event it cannot perform the Work within the budgetary limitations established without disregarding sound principals of Contractor's profession and industry, Contractor will give written notice immediately to the County.

C. 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 bears no responsibility for Contractor's Work performed under this Agreement. The County will not, and need not, inquire into adequacy, fitness, suitability or correctness of Contractor's performance. Contractor further agrees that no approval by any person, body or agency shall relieve Contractor of the responsibility for adequacy, fitness, suitability, and correctness of Contractor's Work under professional and industry standards, or for performing services under this Agreement in accordance with sound and accepted professional and industry principals.

D. Contractor's Reliance on Submissions by the 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.

E. Contractor's Representative

STEVE QUEEN, Contractor's Director, or his designee shall be authorized to act on Contractor's behalf with respect to the Work as Contractor's designated representative.

F. 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.

G. 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. The 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.

H. 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. The 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. The 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.

I. Insurance

(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) Professional Liability of \$1,000,000 (one million dollars) limit for claims arising out of professional services and caused by the Contractor's errors, omissions, or negligent acts.
- (d) 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.
- (e) 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.

(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 policy or Workers' Compensation policy.

J. 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 A and B** (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 A**, 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 B**, 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. The 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. The 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.

 X 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.

K. 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(h) 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.

L. 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 Towns 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; and it is not my fault
- (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.)

M. 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. The

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. The 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.

N. Licenses, Certifications and Permits

The 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

O. Key Personnel

The individuals identified in **Exhibit D** are necessary for the successful completion of the Work due to their unique expertise and depth and breadth of experience. There shall be no change in Contractor's Director, as listed in **Exhibit D**, without written approval of the County. Any substitutes shall be persons of comparable or superior expertise and experience. Failure to comply with the provisions of this section shall constitute a material breach of Contractor's obligations under this Agreement and shall be grounds for termination. Contractor shall not subcontract with any third party for the performance of any portion of the Work without the prior written consent of the County. Contractor shall be solely responsible for any such subcontractors in terms of performance and compensation.

P. 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.

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

D. 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.

E. Pursuant to O.C.G.A. § 42-8-101(a)(1), the Chief Judge of the County Probate 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.

F. 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 Towns 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. 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:

Towns County Commissioner
48 River Street, Suite B
Hiawassee, Georgia 30546

NOTICE TO THE CONTRACTOR shall be sent to:

Ginny Kent, President
CSRA Probation Services, Inc.
802-D Oakhurst Drive
Evans, Georgia 30809

XIII. 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.

XIV. 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.

XV. 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.

XVI. 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.

XVII. 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.

XVIII. 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.

IN WITNESS WHEREOF the County, the Chief Judge of the Towns County Probate Court and the Contractor have executed this Agreement effective as of the date the last Party executes this Agreement.

Approved as to form:

Rebecca R. R.
County Attorney

CONTRACTOR:
CSRA PROBATION SERVICES, INC.

Ginny Kent
Ginny Kent, President

Attest:

Dorinda J. Gregory
Printed Name: *Dorinda J. Gregory*
Title: *Bookkeeper*

TOWNS COUNTY COMMISSIONER:

Cliff Bradshaw
Cliff Bradshaw, Commissioner


Attest:

Dorinda M. Gregory
TOWNS, County Clerk

AGREED AND CONSENTED TO BY THE:
TOWNS COUNTY PROBATE COURT

Dwight David Rogers
Hon. Dwight David Rogers, Chief Judge

EXHIBIT A

STATE OF GEORGIA
COUNTY OF TOWNS

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 Towns 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:

18678
Federal Work Authorization User Identification
Number

February 3, 2009
Date of Authorization

CSRA Probation Services, Inc.
Name of Contractor

Probation Services for Towns County
Probate Court
Name of Project

Towns County, Georgia
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.
Executed on Sept. 25, 2025 in Grant (city),
GA (state).

[Signature]
Signature of Authorized Officer or Agent

Ginny Kent
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 25th DAY OF
September, 2025.

[Signature]
NOTARY PUBLIC



STATE OF GEORGIA
COUNTY OF TOWNS

EXHIBIT B

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 _____ (name of contractor) on behalf of Towns 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 _____

Name of Project _____

Name of Public Employer _____

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

Executed on _____, 20__ 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
_____, 20__.

NOTARY PUBLIC _____

[NOTARY SEAL]
My Commission Expires: _____

EXHIBIT C

SCOPE OF SERVICES AND RESPONSIBILITIES OF CONTRACTOR

Contractor agrees to provide to the Towns County Probate 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, pretrial supervision services, 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 Towns County Probate Court and placed on misdemeanor probation in Towns County.
- 2.) Compliance with Statutes and Rules. Contractor shall comply at all time 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 completed 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 or by telephone, email

electronic report, written report or tender of payment. Probation officers will maintain an average caseload of 350 active participants.

- 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 and/or by telephone phone, email, electronic report or written report. Probation officers will maintain an average caseload of 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. Contractor shall maintain a local office to meet with and to provide services to probationers.

B. Reports

Contractor shall provide a quarterly report to the 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 Towns 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. Contractor shall monitor and supervise pretrial diversion participants to ensure compliance with the order of pretrial diversion supervision.

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:

F. 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 \$45.00 per month. Acceptable monthly contacts may be made in person or by phone, email, 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 \$45.00 per month. Acceptable monthly contacts may be made in person and/or by phone, email, electronic report or written report.

- 3.) For those pretrial diversion or pretrial release cases in which Contractor provides supervision or monitoring services, the defendant shall pay a fee of \$45.00 per month.
- 4.) On-site drug testing will be conducted at a rate of \$20.00 per screen and \$25.00 for lab confirmations at the request of the probationer or Court. Alcohol urine screens will be conducted at a rate of \$15.00 per screen.
- 5.) The probationer shall pay for electronic monitoring services at a rate as follows:
 - Radio Frequency (RF) House Arrest at \$6.00 per day;
 - Global Positioning Satellite Tracking Monitoring (GPS) at \$10.00 per day;
 - SCRAM alcohol monitoring at \$12.00 per day plus \$25.00 enrollment fee;
 - Random Breath Alcohol Monitoring at \$6.50 per day;
 - Outreach Smartphone Random GPS/Alcohol Monitoring at \$6.00 per day.
- 6.) American Community Corrections Lifeskills Self-Directed Learning Course- \$60.00 per course.

G. 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.

H. 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.

I. 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.

J. Notice of Court Sessions

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

K. 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 D

KEY PERSONNEL

1. Steve Queen, Director, CSRA Probation Services, Inc.

2. _____

3. _____

PSA WITH CSRA PROBATION SERVICES, INC
AND TOWNS COUNTY PROBATE COURT