



AGENDA

McDUFFIE COUNTY BOARD OF COMMISSIONERS

June 6, 2022 at 6:30 PM

Government Center Meeting Room

COMMISSIONERS' WORK SESSION

WELCOME & CALL TO ORDER

Chairman Newton

INVOCATION & PLEDGE OF ALLEGIANCE

DISCUSSION ITEMS

- 1. Discussion Concerning FY23 Drug Court Grant**
- 2. Discussion Concerning USDA Grant for Fire**
- 3. Discussion Concerning LOST Distribution Negotiations.**
- 4. Discussion Concerning Government Center Park Grant.**
- 5. Discussion Concerning Appointment for Regional EMS Council.**
- 6. Discussion Concerning Resolution 22-07; Pre-Disaster Hazard Mitigation.**
- 7. Discussion Concerning FY22 Road Striping Bid.**
- 8. Discussion Concerning BOE Property Transfer.**
- 9. Discussion Concerning Freedom Blast Event.**
- 10. Discussion Concerning July 1st Office Closure.**
- 11. Discussion Concerning July 4th and July 6th Meetings.**

ADJOURNMENT

OFFICE OF THE GOVERNOR
 CRIMINAL JUSTICE COORDINATING COUNCIL

State of Georgia - Accountability Courts Grant

SUBGRANT AWARD

GRANTEE: McDuffie County Board of Commissioners

IMPLEMENTING

AGENCY: McDuffie County

PROJECT NAME: Adult Felony Drug Courts

GRANT NUMBER: J23-8-046

FEDERAL FUNDS: \$ 149,234

MATCHING FUNDS: \$ 20,350

TOTAL FUNDS: \$ 169,584

GRANT PERIOD: 07/01/22-06/30/23

This award is made under the Council of Accountability Courts Judges State of Georgia grant program. The purpose of the Accountability Court Grants program is to make grants to local courts and judicial circuits to establish specialty courts or dockets to address offenders arrested for drug charges or mental health issues. This grant program is subject to the administrative rules established by the Criminal Justice Coordinating Council.

This Subgrant shall become effective on the beginning date of the grant period, provided that a properly executed original of this "Subgrant Award" is returned to the Criminal Justice Coordinating Council by June 30, 2022.

AGENCY APPROVAL

SUBGRANTEE APPROVAL

Jay Neal

 Jay Neal, Director
 Criminal Justice Coordinating Council

 Signature of Authorized Official Date

Date Executed: 07/01/22

 Typed Name & Title of Authorized Official

58-6002987-005

 Employer Tax Identification Number (EIN)

INTERNAL USE ONLY

TRANS CD	REFERENCE	ORDER	EFF DATE	TYPE	PAY DATE	INVOICE	CONTRACT #
102	01	1	07/01/22	9		**	J23-8-046
OVERVERRIDE	ORGAN	CLASS	PROJECT			VENDOR CODE	
2	46	4	01				

ITEM CODE	DESCRIPTION 25 CHARACTERS	EXPENSE ACCT	AMOUNT
1	Adult Felony Drug Courts	624.41	\$ 149,234

2

CRIMINAL JUSTICE COORDINATING COUNCIL
State of Georgia – Accountability Courts

FY23 SPECIAL CONDITIONS

1. All project costs not exclusively related to activities of the funded accountability court must be approved with a Subgrant Adjustment Request, and only the costs of approved project-related activities will be reimbursable under the Subgrant Award.
Initials _____
2. The subgrantee must submit Subgrant Adjustment Request #1 with the completed award package. The adjustment request is accompanied by a detailed project budget that itemizes all projected expenditures as approved by the Council of Accountability Court Judges (CACJ) Funding Committee. This initial SAR is part of the grant activation process and enables the CJCC to initiate the grant. The project budget and summary will not be established, or officially approved, until the subgrantee receives a written approval notice from the Criminal Justice Coordinating Council. All project costs and project activities must coincide with the approved budget, summary, and implementation plan unless subsequent revisions are approved by the Criminal Justice Coordinating Council.
Initials _____
3. The subgrantee must submit subsequent Subgrant Adjustment Requests to revise the budget, project summary, and implementation plan prior to any substantial changes, but no later than 30 days prior to the end of the subgrant period.
Initials _____
4. The subgrantee agrees that no funds shall be expensed outside of the approved budget. In addition, any funds spent under this subgrant award must be expended by the grant end date and not encumbered.
Initials _____
5. The subgrantee agrees that at least 25% of the awarded funds will be spent in the first quarter, 50% in the second quarter and 75% in the third quarter. If this condition is not met, any unused remaining funds from that quarter will be retained by the Council to be managed by the CACJ Funding Committee.
Initials _____
6. Waivers for the above 25% expenditure requirement may be granted at the committee's discretion for the 1st and 2nd quarters only. If a waiver is granted, the funds held over to the next quarter must be spent in the next quarter.
Initials _____
7. This is a reimbursement grant. Requests for reimbursement must be made on a quarterly basis. Subgrant Expenditure Reports (SERs) are due 15 days after the end of the reporting period. SERs may be submitted monthly. SER submissions must be accurate and complete. Subgrantees should not submit incomplete SERs. Incomplete SERs will be considered late, and a 10% penalty will be assessed after expiration of a 10-day grace period. A failure to follow SER procedures outlined in these conditions and in the CACL Rules may subject a court to rescission of a grant award as outlined in Article 4 of the Rules.
Initials _____
8. The subgrantee certifies that state funds will not be used to supplant funds that would otherwise be made available for grant-funded initiatives. State funds must be used to supplement existing funds for program activities and not replace funds appropriated for the same purpose. Potential supplanting will be the subject of application review, as well as pre-award review, post-award monitoring, and audit. If there is a potential presence of supplanting, the subgrantee will be required to document that the reduction in non-state resources occurred for reasons other than the receipt or anticipated receipt of state funds.
Initials _____
9. Statistical and/or evaluation data describing project performance must be submitted to Council of Accountability Court Judges (CACJ) on a quarterly basis using the proscribed format provided to the Subgrantee. Failure to submit all requested data on a timely basis will result in the withholding of grant funds on this subgrant and/or any other

subgrant administered by CJCC until compliance is achieved. If reports are not received, funds for subsequent quarters may be rescinded.

Initials _____

10. The subgrantee certifies that 1) title to all equipment and/or supplies purchased with funds under this subgrant shall vest in the agency that purchased the property; 2) equipment and/or supplies will be maintained in accordance with established local or state procedures as long as the equipment and/or supplies are used for program-related purposes; and 3) once the project concludes and/or equipment is no longer utilized for its grant-funded purpose, the Criminal Justice Coordinating Council and the Council of Accountability Court Judges will be informed of the available equipment and determine its future use to assure it is utilized in furtherance of the goals and objectives of the grant program and the State of Georgia.
Initials _____
11. If your court uses a CSB/DBHDD enrolled provider for treatment and receives specific contracted funds for mental health and/or addictive disease treatment court services, these funds have been awarded provisionally. Prior to use, the court must meet with the CSB/DBHDD enrolled provider to determine what services are billable and are not being provided. These funds should only be applied to services that are not billable by the CSB/DBHDD enrolled provider. The court should work to enter into agreement with the CSB/DBHDD enrolled provider that outlines billable and non-billable services.
Initials _____
12. All drug, veteran, mental health, family, and DUI courts must use a validated assessment tool approved by the Council of Accountability Court Judges. All courts are required to use evidence-based treatment modalities.
Initials _____
13. Subgrantees must comply with the training requirements as determined by the Council of Accountability Court Judges. All evidence-based training attendees will be required to sign and submit the Evidence-Based Training MOU upon registering for CACJ supported training sessions. The court shall implement the evidence-based treatment within 60 days of the training attendee achieving certification.
Initials _____
14. All evidence-based training attendees that achieve certification are subject to fidelity monitoring by a CACJ treatment team staff member. Subgrantees shall provide treatment scheduling documentation to CACJ to support the fidelity visit and shall adhere to the policies and procedures outlined in the Model Fidelity Handbook for Evidence-Based Programs.
Initials _____
15. Subgrantees in receipt of funds to support participant treatment are subject to fidelity monitoring by a CACJ treatment team staff member. Subgrantees shall provide treatment scheduling documentation to CACJ to support the fidelity visit and shall adhere to the policies and procedures outlined in the Model Fidelity Handbook for Evidence-Based Programs
Initials _____
16. Subgrantees in receipt of funds to support internally provided, grant supported, evidence-based trainings must comply with the following: notify the CACJ of scheduled training sessions; enter into agreements with qualified evidence-based facilitators; submit an evidence-based MOU for each attendee to the CACJ prior to the start of training session; and provide the CACJ with documentation of each attendee achieved certification.
Initials _____
17. CACJ may designate preferred vendors or suppliers of products or services that are either on state contract or with which the CACJ has an agreement or contract in place. Subgrantees may be required to utilize such contracts or agreements for designated products or services or be required to justify that their purchases are less costly.
Initials _____

18. All subgrantee programs are subject to the jurisdiction of the Funding Committee of the CACJ by their acceptance a CACJ-awarded grant. Failure to comply with any of the special conditions contained within this document, by the authorized official, project officials, agents, and/or employees of this grant, will subject the program to the enforcement procedures outlined in Article 4 of CACJ Rules.

Initials _____

19. Subgrantees must follow all accountability court standards as approved by the Council of Accountability Court Judges.

Initials _____

20. Subgrantees must abide by the Rules of the Council of Accountability Court Judges. Subgrantees are responsible for obtaining the current version of the Rules and ensuring that program activities operate in compliance with the Rules. The Rules, in their entirety, are incorporated herein by reference and compliance with the Rules is a condition of this grant. A failure to comply with the Rules may result in a referral to Section VIII of Article 4 of the Rules governing recission of grant awards after violations of special conditions or a referral under Article 8 governing compliance with the Rules, state standards, and Georgia law.

Initials _____

21. Grantee acknowledges that funds provided under this grant award are state-appropriated funds and may not be accessible after the end of the grant period. The final reimbursement request under this award must be received by CJCC no later than July 15, 2023. In addition, if the grantee has not received payments for any prior reimbursements, the grantee must notify CJCC by June 15, 2023 or risk losing access to those funds.

Initials _____

22. All services must be rendered to the Court before payment is made. If it is found that a Court/County made an advance payment, those funds may be required to be repaid to CJCC.

Initials _____

Please be advised that failure to comply with any of the Special Conditions will result in material noncompliance with the Subgrant Agreement, thus subjecting the Subgrant Agreement to possible termination by the Criminal Justice Coordinating Council.

Authorized Official Signature

Date

Print Authorized Official Name

Title



CRIMINAL JUSTICE COORDINATING COUNCIL
SUBGRANT ADJUSTMENT REQUEST
FEDERAL GRANT #

ADJ REQUEST #: 1

REQUEST DATE: 6/8/2022

SUBGRANTEE: McDuffie County Board of Commissioners

SUBGRANT #: J23-8-046

PROJECT NAME: Toombs Judicial Circuit Adult Drug Court

NATURE OF ADJUSTMENT:

Mark all that apply.

Adjustments of each type shown should be entered in the section indicated.

- REVISED BUDGET Go To SECTION I
- PROJECT PERIOD AND/OR EXTENSION. Go To SECTION II
- PROJECT OFFICIALS/ADDRESSES. . . . Go To SECTION III
- PROJECT PERSONNEL. Go To SECTION III
- GOALS AND OBJECTIVES Go To SECTION III
- OTHER. Go To SECTION III

MUST BE JUSTIFIED AND EXPLAINED THOROUGHLY IN SECTION IV.

SECTION I. REQUEST FOR BUDGET CHANGE - JUSTIFY IN SECTION IV.

	CURRENT APPROVED	REVISIONS +/-	REVISED BUDGET
PERSONNEL	\$ 169,584	<u>-169,584</u>	<u>Ø</u>
EQUIPMENT	0		<u>Ø</u>
SUPPLIES	0		<u>Ø</u>
TRAVEL	0	<u>+4938</u>	<u>4938</u>
PRINTING	0		<u>Ø</u>
OTHER	0	<u>+144296</u>	<u>144,296</u>
TOTAL	\$ 169,584		<u>169,584</u>
Federal	\$ 149,234		<u>149,234</u>
Match	\$ 20,350		<u>20,350</u>

SECTION II. REQUEST FOR CHANGE IN PROJECT PERIOD - JUSTIFY IN SECTION IV.

CURRENT GRANT PERIOD	REQUESTED GRANT PERIOD	FOR EXTENSION, # OF MONTHS:
Start Date: <u>07/01/22</u>	Start Date: _____	_____
End Date: <u>06/30/23</u>	End Date: _____	_____

NOTE: The maximum extension request cannot exceed 12 months.

SECTION III. REQUESTS FOR REVISIONS TO PROJECT OFFICIALS/ADDRESSES, PROJECT PERSONNEL, GOALS AND OBJECTIVES, AND/OR OTHER NON-BUDGET, NON-PERIOD CHANGES (JUSTIFY IN SECTION IV.)

CRIMINAL JUSTICE COORDINATING COUNCIL
SUBGRANT ADJUSTMENT REQUEST
FEDERAL GRANT #

ADJ REQUEST #: 1

REQUEST DATE: 6/8/2022

SUBGRANTEE: McDuffie County Board of Commissioners

SUBGRANT #: J23-8-046

PROJECT NAME: Toombs Judicial Circuit Adult Drug Court

SECTION IV. JUSTIFICATION OF ALL REQUESTED ADJUSTMENTS, REVISIONS, AND/OR CHANGES

All requested adjustments in Sections I, II & III (page 1) must be justified in detail in this Section. Include item costs, descriptions, equipment lists, detailed explanations, and any other information that would further clarify and support your request for adjustment. Attach additional pages as needed.

No Changes

SUBMITTED BY:

Signature of Financial Officer or Project Director	Title	Date

COURT ROUTING AND APPROVALS:	Approval	Disapproval	Reviewer Signature
Reviewed By: _____	_____	_____	_____
Authorized By: _____	_____	_____	_____

FY23 Budget Detail Award Worksheet

Court Name **Toombs Judicial Circuit Adult Drug Court**

Budget Worksheet Category	Line Item Approvals	Line Item Totals
Personnel		0.00 \$0
Contract Services	Program Coordinator 40,320.00 Lab Technician/Drug Screen Collector 320.00 Lab Technician/Drug Screen Collector 2,400.00 Law Enforcement/Surveillance Officer 13,600.00 Law Enforcement/Surveillance Officer 8,000.00 Law Enforcement/Surveillance Officer 5,120.00 Clinical Case Manager 19,800.00 Counselor 28,800.00 Counselor 2,160.00	\$120,520
Drug Testing Supplies	Confirmation Testing 770.00 Onsite Devices 23,006.00	\$23,776
Supplies /Other Costs		0.00 \$0
Equipment		0.00 \$0
In State Training and Travel	CACJ Annual Conference 4,628.00 Other Travel 310.00	\$4,938
Transportation Funding		0.00 \$0
Total Budget Award:		\$149,234

Match: \$20,350

CACJ Funding Committee Notes: \$169,584

CRIMINAL JUSTICE COORDINATING COUNCIL REIMBURSEMENT SELECTION FORM

SUBGRANT NUMBER: J23-8-046

AGENCY NAME: McDuffie County Board of Commissioners

1. SELECT A SCHEDULE FOR SUBMITTING REIMBURSEMENTS (CHECK ONE BOX)

MONTHLY (Requests for reimbursement are due 15 days after the end of the month)

QUARTERLY (Requests for reimbursement are due 30 days after the end of the quarter)

2. SELECT A PROCESS FOR RECEIVING REIMBURSEMENT PAYMENTS (CHECK ONE BOX)

ELECTRONIC FUNDS TRANSFER (Reimbursements will be deposited into the bank account listed below. A voided check must be attached to ensure proper routing of funds.)

BANK NAME: _____

BANK ROUTING NUMBER: _____

BANK ACCOUNT NUMBER: _____

AGENCY CONTACT NAME: _____

AGENCY CONTACT
TELEPHONE NUMBER: _____

AGENCY AUTHORIZED
OFFICIAL NAME AND TITLE: _____

AGENCY AUTHORIZED
OFFICIAL SIGNATURE: _____

CHECK (Reimbursements will be mailed in the form of a check to the address listed below)

MAILING ADDRESS: 210 Railroad Street

CITY, STATE & ZIP: Thomson, Georgia 30824

ATTENTION: Pamela Workman

AGENCY AUTHORIZED
OFFICIAL SIGNATURE: _____

For CJCC Use ONLY

CJCC Auditor:	
Phone Number:	
Grant Award Number:	
GBI Entry Initial/Date:	

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is effective as of this 1st day of July , 20 22 , by and between **MCDUFFIE COUNTY**, a political subdivision of the State of Georgia, acting by and through its governing authority, the McDuffie County Board of Commissioners ("County"), and **SECOND CHANCE COUNSELING SERVICES, LLC** ("Contractor"), collectively referred to as the "Parties".

WITNESSETH THAT:

WHEREAS, the County and the Toombs Judicial Circuit desire to retain a Contractor to provide certain services generally described as Drug Court Services (the "Work"); 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, the Parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES AND TERMINATION DATE

A. Project Description

The Project is described as Drug Court Services.

B. The Work

The Work to be completed under this Agreement (the "Work") consists of the following:

The Contractor shall perform the following services for those adult offenders referred by the Toombs Judicial Circuit Adult Felony Drug Court (referred to herein as "Drug Court" or "Court") to the Contractor:

- A. Individualized Clinical Assessments/Evaluations. The Contractor shall administer a court-approved clinical assessment to each adult offender referred by the Drug Court **on an as-needed basis**. At a minimum, the assessment shall include a bio-psychosocial assessment and a face-to-face interview. Types of information obtained through the assessment would include, but not be limited to:
1. Alcohol and other drug use history
 2. Mental health history
 3. Physical health history
 4. Education
 5. Emotional/health barriers

6. Employment
7. Family dynamics
8. Housing
9. Physical health/nutrition
10. Spirituality
11. Social support systems
12. Transportation
13. Treatment history
14. Criminal history
15. Special population needs
 - a. Based on drug of choice
 - b. Co-existing disorders
 - c. Gender, ethnic, and cultural considerations
 - d. Other health issues (e.g., HIV and Hepatitis C)
 - e. Sexual orientation
 - f. Domestic violence
 - g. Sexual abuse
16. All assessment summaries must include a diagnostic impression, recommendation and justification for referral into Drug Court Services that is signed by a Certified Addictions Counselor Level II or equivalent.

B. Treatment Plan. As part of the clinical intake process, the Contractor shall develop a participant-specific treatment plan (inclusive of relapse prevention methods, the "Treatment Plan") with measurable goals and objectives and provide the plan to the designated Drug Court's liaison.

1. A copy of the Treatment Plan for each client must be provided within the first two (2) weeks of their counseling outlining the short and long-term goals the client will work on over the full treatment period.
2. All progress notes must reflect how the client is working towards their goal completion.
3. Monthly progress summaries must show how clients are progressing toward their goals and the Treatment Provider's overall impression of how they believe the client is progressing in treatment and meeting their goals.
4. Complete documentation of the overall treatment regimen and curricula being used to progress a client through the phases of their program (i.e. Phase I, II, III) including goals, milestones, etc. that clients must demonstrate before being recommended to change phases.

C. Intensive Outpatient Treatment. The Contractor shall offer all participants a clinically sound, highly structured multi-phase alcohol and drug treatment program consisting of a court-approved treatment curriculum. Both parties acknowledge that the treatment curriculum is subject to change upon the discussion and agreement of the parties and must adhere to any state treatment standards for such services.

1. Content of Individual/Group Treatment Sessions. Individual and Group treatment sessions shall consist of education/skill building and therapy. The sessions shall address addiction, relapse prevention planning, criminogenic

thinking errors, life skills, anger management, parenting, bereavement, sexual relationships, gender specific, health/medical, personal safety planning, and other clinically relevant treatment issues.

2. Structure of Group Sessions. All treatment/education programs may be open-ended; however, a procedure should be established to orient new group members to the open-ended treatment group.
3. Time of delivery of treatment services. Treatment will be offered in the evening and/or on the weekends and/or during any times amenable to the Contractor's schedule. Participants will be required to work cooperatively with the Contractor to schedule individual sessions, if any. The Contractor may (at times not specified herein) be asked to assist with emergency/crisis management services and/or drug screening.
4. Family. The Contractor may upon his/her discretion discuss matters with participant's family members only upon proper execution of consent/release documents by the participant.
5. Outsourcing; Residential; Psychological and Psychiatric Services. The Contractor will assist with referral of participants who need residential treatment and/or outsourced/additional treatment. The Contractor will assist with referral of participants with suspected psychological or psychiatric issues to a treatment referral source and will communicate such suspected issues to the Drug Court or its designated liaison including plan of action related to referral needed.
6. Number of Participants. The Drug Court makes no assurances as to any minimum number of participants to be referred to the Contractor.

D. Case Management Services. The Contractor shall provide the following services:

1. Referrals. Case management referrals (for ancillary community services) shall be provided to the Drug Court's liaison or Drug Court Case Manager as appropriate. Referrals include, but are not limited to housing, transportation, and/or employment issues presented during treatment sessions. Such referrals shall be included in the scope of the counseling services provided under this agreement.
2. Case Manager. In the event that the Contractor provides the services of a Case Manager, such services must adhere to the attached Exhibit "C," "Case Manager Scope of Work," incorporated herein by reference. The Contractor reserves the right to select the person(s) performing the duties but any such person(s) must be approved by the Drug Court. The Contractor shall devote the appropriate amount of time as is necessary to ensure that the services are provided to the covered participants. The scope and minimum amount of time provided must be approved by the Drug Court.
3. Documentation. Copies of all client-related documents, such as community service forms, drug testing forms and other documentation provided by participants must be provided to the Drug Court office weekly.

E. Additional specifications. RESERVED

F. Educational Training & Presentations. In addition to the above treatment services, the Contractor shall be available (at a mutually agreeable time) to present regular educational sessions to the Drug Court Team and/or other Court-approved individuals concerning topics related to addiction and/or Drug Court issues of concern on an as-needed basis. Subject to the approval and availability of funds, the Drug Court may also request that the Contractor attend educational or training sessions on related topics.

G. Communication. The Contractor shall utilize the Drug Court's liaison as the Centralized Clearinghouse of Information/Communications.

a. The Contractor shall deliver weekly written treatment reports to the Drug Court's liaison.

1. Treatment reports shall consist of general details as to the participants who received treatment and/or case management for the week, their compliance and/or non-compliance with treatment or case management, and their treatment status. A reporting form or process will be provided by the Drug Court.

2. The Contractor is expected to maintain a confidential notes system (that is not shared with the Drug Court unless requested and/or such sharing is deemed necessary by the Contractor) of relevant information shared by participants to Contractor during treatment or case management sessions – in accordance with recognized treatment protocols.

b. The Contractor shall meet weekly (and/or at such dates/times deemed necessary by the Drug Court's liaison and/or Contractor) with the Drug Court's liaison so that there may be a "briefing" (or information gathering session) as to the participants who received (and/or are to receive) treatment services for that week.

c. In the event that the Contractor determines that a participant needs case management/ancillary services, the Contractor shall provide case management referrals for ancillary services to the participant with notification given to the Drug Court's liaison.

d. The Contractor shall review all relevant information maintained by the Drug Court's liaison (and/or posted in a designated information posting site/location) which may be relevant to treatment, such as changes in address, medication(s), health, drug screens, etc.

e. The Contractor's Case Manager, counselor or other knowledgeable representative shall attend Drug Court "staffing" sessions and/or participant court reviews.

- H. Emergency/Call Status: The Contractor shall assure for after-hours (inclusive of weekend) emergency treatment services/assistance to participants on an on-call basis. An on-call calendar shall be developed and distributed by the Drug Court Liaison after consultation with the Contractor. The Contractor shall only bill for actual occurrences, whereby treatment and/or assistance is provided/rendered. The Contractor shall exercise his/her professional discretion as to how to resolve the emergency and shall report the incident to the Drug Court Liaison no later than the following business day.
- I. Trainings and Court Sessions: The Contractor will not charge the Drug Court for attendance of its personnel at any court-sanctioned trainings, conferences, programs or court sessions. Such attendance is covered by the overall scope of services of treatment.

Contractor shall have no authority to enter into any contracts binding upon the County or to create any obligations on the part of the County, except as shall be specifically authorized by the McDuffie County Board of Commissioners.

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 upon execution of the Agreement by both parties. Contractor shall perform required services as called for but not extending beyond McDuffie County's fiscal year. This contract may be renewed by the parties for up to three (3) additional one year periods. In the event of termination of this Agreement by the Contractor or by the County, the Contractor shall be entitled to receive payment only for work actually performed prior to termination.

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 and completion time.

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 Drug Court Coordinator, or his/her designee, has authority to execute without further action of the McDuffie County Board of Commissioners, any change orders to be agreed upon by the Contractor as stated above 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 \$500 must be approved by resolution of the McDuffie County Board of Commissioners.

III. COMPENSATION AND METHOD OF PAYMENT

A. **Treatment Services.** The Contractor shall be compensated \$120 per month per participant for treatment services. Compensation regarding Participants joining the program after the 1st of the month or who have been suspended from treatment will be prorated per methodology agreed to by the parties.

B. **Evaluations/Assessments.** The Contractor shall be compensated a one-time flat rate of \$120 per participant for conducting substance abuse/mental health evaluations/assessments and drafting the resulting Treatment Plans of those evaluated/assessed who are not covered by Medicaid, Medicare, or State Contracted services. In the event that the participant has another payor source, there will be no cost to the County for these evaluations.

C. **Case Management.** To the extent possible, Contractor shall provide case management services and other Community Support Services that can be charged to the State of Georgia on a fee-for-service basis or to a participant's private insurance.

D. **Invoices & Payments.** Backup information and documentation for all invoices must be provided. The Contractor must submit invoices to the Drug Court's liaison by the 5th of each month for all services performed for the previous month. All services provided must be clearly described. The County shall pay the Contractor within thirty (30) days after approval of the invoice by County staff. Contractor agrees to render invoices electronically and accept electronic payment through the Automated Clearing House Network (ACH); arrangements for electronic processing are to be made through the McDuffie County Purchasing Department within ten (10) working days from the date of final execution of this Agreement. Payments will not be hand delivered.

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, skill and judgment to provide the services in pursuit of the timely and competent completion of the Work undertaken by Contractor under this Agreement.

B. County's Reliance on the Work

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

C. Contractor's Representative

Mr. Charles Jones, or his designee, shall be authorized to act on Contractor's behalf with respect to the coordination of Work as Contractor's designated representative.

D. Assignment of Agreement

The 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.

E. Responsibility of Contractor and Indemnification of County

The Contractor covenants and agrees to take and assume all responsibility for the services rendered in connection with this Agreement. The Contractor shall bear all losses and damages directly or indirectly resulting to it on account of the performance or character of the services rendered pursuant to this Agreement. Contractor shall defend, indemnify and hold harmless the County, its officers, boards, commissions, elected officials, employees and agents from and against any and all claims, suits, actions, liability, judgments, damages, losses, and expenses, including but not limited to, attorney's fees, 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 is caused in part by a party indemnified hereunder. 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 the County or any of its agents or employees, 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 and defend the County, its members, officers, agents, employees and volunteers shall survive termination of this Agreement.

F. Independent Contractor

Contractor hereby covenants and declares that it is engaged in an independent business and agrees to perform the services as an independent contractor and not as the agent or employee of the County. 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 services; hiring of Contractors, agents or employees to complete the services; 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 will be deemed to mean that Contractor shall follow the directions of the County with regard to the results of such services only.

G. Insurance

(1) Requirements:

Contractor agrees to maintain, at a minimum, automobile insurance coverage complying with State law requirements for any automobile that is used in relation to the Work. Contractor also agrees to maintain, at a minimum, insurance coverages as shown on the insurance certificate(s) attached hereto as Exhibit "A."

H. Records, Reports

(1) Records:

(a) Records shall be established and maintained by the Contractor in accordance with requirements prescribed by the County with respect to all matters covered by this Agreement. Except as otherwise authorized, such records shall be maintained for a period of three years from the date that final payment is made under this Agreement. Furthermore, records that are the subject of audit findings shall be retained for three years or until such audit findings have been resolved, whichever is later.

(b) 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.

I. Conflicts of Interest

Contractor agrees that it shall not engage in any activity or conduct that would result in a violation of the applicable Code of Ethics.

J. Confidentiality

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, consultants, 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.

- (1) The Contractor shall not disclose to anyone or any entity, other than the designated Court Staff or other court-approved individuals, any description or information concerning the work produced as a result of this AGREEMENT without written permission of the Drug Court.
- (2) The Contractor acknowledges that in receiving, storing, processing, sharing, or otherwise using or dealing with any treatment information, the Contractor is bound by all Federal and State laws and regulations that govern and guarantee the treatment rights of individuals receiving substance abuse treatment services.
- (3) The Contractor shall comply with all confidentiality laws and shall be familiar with the following monograph: *Federal Confidentiality Laws and How they Affect Mental Health/Drug Court Practitioners*, National Mental Health/Drug Court Institute (1999).
- (4) The Contractor shall comply with all HIPAA and related laws and regulations dealing with releasing and sharing and medical and health care information. The Contractor shall ensure that it and its employees and agents use and disclose "Protected Health Information" of patients (as defined in the Health Insurance Portability and Accountability Act ("HIPAA") privacy rules at 45 C.F.R. § 164.501, et seq.) that The Contractor receives pursuant to this Agreement only to the extent necessary: (i) to perform its specific obligations under this Agreement; and (ii) for its own management and administration and to carry out its legal responsibilities in compliance with 45 C.F.R. § 164.504(e)(2)(i)(A), (e)(4), and all other current or future applicable laws or regulations. Nothing in this Agreement shall be deemed to authorize The Contractor to use or disclose Protected Health Information in violation of any applicable law or regulation, including but not limited to HIPAA privacy rules at 45 C.F.R. § 164.501, et seq.
- (5) The Contractor shall obtain appropriate releases/waivers before releasing a participant's treatment information.

- (6) The Contractor shall make every effort to ensure that confidentiality of participant's identity and information is maintained, inclusive of but not limited to ensuring that the treatment location is secure (and not within the hearing range of outsiders), as well as educating participants about the confidentiality of group/individual treatment sessions.
- (7) The Contractor shall maintain confidentiality of Drug Court participants separate from information on participants in any of its other programs at all times, regardless of relationship or family involvement among these participants. All confidentiality laws related to obtaining appropriate releases/waivers shall be followed by all concerned parties should information need to be disclosed for treatment purposes.

K. Licenses, Certifications and Permits

The Contractor covenants and declares that it has obtained and shall maintain all diplomas, certificates, licenses, permits 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 services contracted for under this Agreement. 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. The Contractor further covenants to notify the County in writing within two (2) business days of any cancellation of any certificates, licenses, permits or the like required of the Contractor, as referenced above.

The Contractor must have, or be in the process of obtaining under clinical supervision, a professional counseling certification or similar training related to alcohol and substance abuse and insurance. Such certification (or training) and insurance must be maintained during the duration of the contract period. Such training must meet that *Treatment Standards* as established and/or updated by the Council of Accountability Court Judges, incorporated herein by reference as Exhibit "D".

If a provider in the employ of the Contractor is in the process of obtaining certification, he/she shall be responsible for maintaining requisite supervision by a licensed individual. Said supervisor shall be approved by the Drug Court's liaison and there shall be a confidentiality agreement between the Contractor and the supervisor.

The Contractor shall comply with all laws of the State of Georgia and United States, as well as treatment and social work and/or professional counseling ethical standards and shall maintain requisite certifications, licensures, and insurance necessary for delivery of services described herein and subject to the Drug Court's approval.

L. Key Personnel

All of the individuals identified in Exhibit "B" are necessary for the successful prosecution of the Work due to their unique expertise and depth and breadth of experience. There shall be no change in Contractor's Project Manager or members of the project team, as listed in Exhibit "B", without prior written approval of the County. Contractor recognizes that the composition of this team was instrumental in the County's decision to award the work to Contractor and that compelling reasons for substituting these individuals must be demonstrated for the County's consent to be granted. Any substitutes shall be 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.

M. 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, if applicable.

V. COVENANTS OF THE COUNTY

A. Right of Entry

The County shall provide for right of entry for Contractor and all necessary equipment in order for Contractor to complete the Work.

B. County's Representative

The Drug Court Coordinator shall be authorized to act on the County's behalf with respect to the Work as the County's designated representative.

VI. TERMINATION

A. The County shall have the right to terminate this Agreement for any reason whatsoever by providing written notice thereof at least five (5) calendar days in advance of the termination date. The Contractor shall have the same right to terminate this Agreement, including but not limited to the County's failure to pay the Contractor within thirty (30) days of submitted invoice.

B. Upon termination, County shall provide for payment to the Contractor for services rendered and expenses incurred prior to the termination date.

C. Upon termination, the Contractor shall: (1) promptly discontinue all services affected, unless the notice directs otherwise.

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

VII. NO PERSONAL LIABILITY

No member, official or employee of the County 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.

VIII. 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. This Agreement may be modified or amended only by a written document signed by representatives of both Parties with appropriate authorization.

IX. 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.

X. APPLICABLE LAW

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.

XI. CAPTIONS AND SEVERABILITY

The caption or head note 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.

XII. NOTICES

A. Communications Relating to Daily Activities

All official communications relating to the day-to-day activities of the Work shall be exchanged between the Drug Court Coordinator for the County and the Contractor's Representative for the Contractor.

B. Official Notices

All other notices, 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, unless a substitute address shall first be furnished to the other Parties by written notice in accordance herewith:

NOTICE TO THE COUNTY shall be sent to:

Chairman
McDuffie County Board of Commissioners
210 Railroad Street
Thomson, Georgia 30824

NOTICE TO THE CONTRACTOR shall be sent to:

Mr. Charles Jones
Second Chance Counseling Services, LLC
322 Hospital Drive
Thomson, Georgia 30824

XIII. WAIVER OF AGREEMENT

The County's failure to enforce any provision of this Agreement or the waiver in a particular instance shall not be construed as a general waiver of any future breach or default.

XIV. 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.

XV. 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.

IN WITNESS WHEREOF the County and the Contractor have executed this Agreement effective as of the date the Chairman executes this Agreement on behalf of the County.

CONTRACTOR:

MCDUFFIE COUNTY:

Print Name: _____

Print Name: _____

Date: _____

Date: _____

[CORPORATE SEAL]

[COUNTY SEAL]

SIGNED, SEALED, AND DELIVERED
in the presence of:

SIGNED, SEALED, AND DELIVERED
in the presence of:

Witness

Witness

Notary Public

Notary Public

[NOTARY SEAL]

[NOTARY SEAL]

My Commission Expires:

My Commission Expires:

EXHIBIT "A" – Insurance

EXHIBIT "B" – Key Personnel

The following individuals are designated as Key Personnel under this Agreement and as such are necessary for the successful prosecution of the Work:

<u>Individual</u>	<u>Position</u>
Charles E. Jones, LPC, MAC	Treatment Provider
Audrey Mack, LPC, MAC	Counselor
Dr. Chantell Scott, LPC	Counselor
Delicia Wise, LPC	Counselor
Tywainna Prince, LPC	Counselor
LaDetria King, LPC	Counselor
Fayette McDonald, LPC	Counselor

EXHIBIT "C" – Case Manager Scope of Work

Purpose of Job

The purpose of this job is to provide case management and limited individual counseling services for participants in the Toombs Judicial Circuit Adult Felony Drug Court. Duties and responsibilities include but are not limited to the linkage and provision of ancillary social and community services to participants and follow-up individualized counseling assistance and performing additional tasks as assigned.

Essential Duties and Responsibilities

The following duties are required for this job. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

Prepare weekly summaries regarding each participant's progress in following through on case management services offered is provided to the Drug Court team.

Attend all required trainings for the Court as well as weekly team planning meetings and Court sessions.

Meet regularly with all participants under the Case Manager's care subject to specified minimum contacts.

Assure that the Court is well informed and that services remain uninterrupted if staff is unavailable.

Primary case management duties include, but are not limited to:

Contact with participants at minimums set forth by phases or as directed by the court for a check-in and status review.

Assist in the collection and maintenance of relevant participant data and demographic information. Such information may include history of compliance, referrals for other services, drug testing results, etc.

Linkage and follow-up to ancillary support services for participants in an effort to coordinate the utilization of community-based services such as health and mental health services, victims' services, disability housing, entitlements, transportation, education, vocational training, and job skills training and placement to provide a strong foundation for recovery.

Discharge planning and after-care follow-up.

Conduct rehabilitative sessions and skill groups with participants as needed.

Perform administrative work such as data entry, filing, answering phones, copying, correspondence, etc.

Performs other related duties as required.

Knowledge, Skills and Abilities

Knowledge of the policies, procedures, and activities of the Drug Court as they pertain to the performance of duties relating to the position. Knowledge of the terminology used within the Drug Court and related case management standards, protocol, procedures. Knowledge of filing systems, and various word processing, spreadsheet and database software. Ability to compile, organize, and maintain an assortment of records, reports and information in an effective manner and according to Drug Court and/or governmental regulations. Ability to communicate effectively with supervisors and other staff members. Ability to utilize and understand computer applications and techniques as necessary in the completion of daily assignments.

Minimum Training and Experience Required to Perform Essential Job Functions

Bachelor’s degree in social work, psychology or related field. Licensure and/or certification in one or more counseling, addiction or social work fields; or any equivalent combination of education, training, and experience which provides the requisite knowledge, skills, and abilities for this position.

Cost for Case Management Services will be based on the number of participants in the Drug Court Program as follows:

- 0-5 Participants: \$800 per month**
- 6-10 Participants: \$1,250 per month**
- 11-15 Participants: \$1,450 per month**
- 16-20 Participants: \$1,650 per month**
- 21-25 Participants: \$1,850 per month**

CONTRACTOR:

Charles E Jones LPC MAC

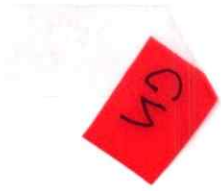
Print Name: Charles E Jones, LPC, MAC

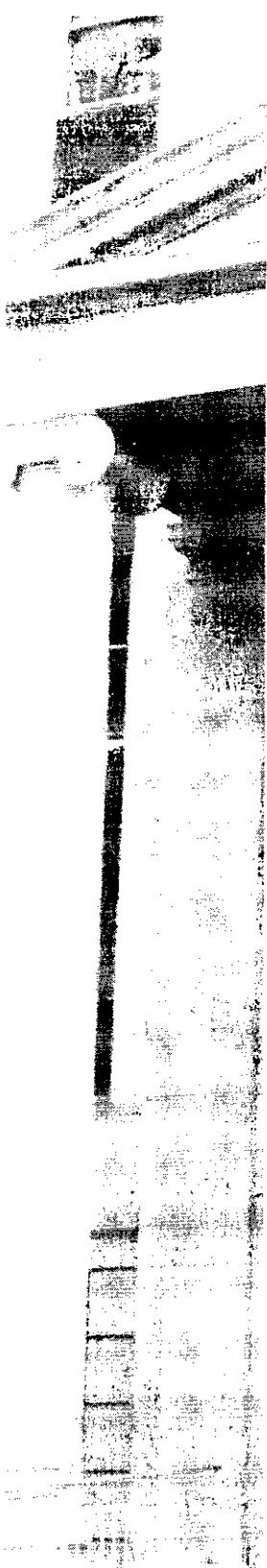
Date: 03/10/2022

McDUFFIE COUNTY:

Print Name: _____

Date: _____





Section II Adult Drug Court Treatment Standards

Table of Contents

- 1. Screening.....15
- 2. Assessment15
- 3. Level of Treatment.....15
- 4. Addiction Treatment Interventions15
- 5. Recidivism/Criminality Treatment Interventions.....16
- 6. Treatment/Case Management Planning16
- 7. Information Management Systems.....16
- 8. Oversight and Evaluation.....16

IN WITNESS WHEREOF the County and the Contractor have executed this Agreement effective as of the date the Chairman executes this Agreement on behalf of the County.

CONTRACTOR:

Charles E. Jones LPC, MAC

Print Name: Charles E Jones, LPC, MAC

Date: 03/10/2022

[CORPORATE SEAL]

SIGNED, SEALED, AND DELIVERED
in the presence of:

Witness
Paige Pate
Notary Public



My Commission Expires:

5-3-2024

MCDUFFIE COUNTY:

Print Name: _____

Date: _____

[COUNTY SEAL]

SIGNED, SEALED, AND DELIVERED
in the presence of:

Witness

Notary Public

[NOTARY SEAL]

My Commission Expires:

SERVICES AGREEMENT FOR INDIVIDUAL

THIS AGREEMENT is effective as of this 1st day of July, 2022, by and between MCDUFFIE COUNTY, a political subdivision of the State of Georgia, acting by and through its governing authority, the McDuffie County Board of Commissioners ("County"), and Judy H. Talkington, ("Contractor"), collectively referred to as the "Parties"

WITNESSETH THAT:

WHEREAS, the County desires to retain a Contractor to provide certain services generally described as Drug Court Services (the "Work"); 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, the Parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES AND TERMINATION DATE

A. Project Description

The Project is described as Drug Court Services.

B. The Work

The Work to be completed under this Agreement (the "Work") consists of the following:

[SEE ATTACHED SCOPE OF WORK].

Contractor shall have no authority to enter into any contracts binding upon the County or to create any obligations on the part of the County, except as shall be specifically authorized by the McDuffie County Board of Commissioners.

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 upon execution of the Agreement by both parties. Contractor shall perform required services as called for but not extending beyond June 30, 2023. In the event of termination of this Agreement by the Contractor or by the County, the Contractor shall be entitled to receive payment only for work actually performed prior to termination.

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 and completion time.

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 Director of the Drug Court, or his/her designee, has authority to execute without further action of the McDuffie County Board of Commissioners, any change orders to be agreed upon by the Contractor as stated above 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(B) 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 \$500 must be approved by resolution of the McDuffie County Board of Commissioners.

III. COMPENSATION AND METHOD OF PAYMENT

A. County agrees to pay the Contractor \$30.00 per hour for services rendered and may reimburse contractor for health and related insurance charges, subject to approval of and availability of grant or other funds. Any material 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.

B. The County shall pay the Contractor within thirty (30) days after approval of the invoice by County staff. Contractor agrees to render invoices electronically and accept electronic payment through the Automated Clearing House Network (ACH); arrangements for electronic processing are to be made through McDuffie County within ten working days from the date of final execution of this Agreement. Payments will not be hand delivered.

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 skill and judgment to provide the services in pursuit of the timely and competent completion of the Work undertaken by Contractor under this Agreement.

B. County's Reliance on the Work

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

C. Contractor's Representative

NOT APPLICABLE shall be authorized to act on Contractor's behalf with respect to the Work as Contractor's designated representative.

D. Assignment of Agreement

The 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.

E. Responsibility of Contractor and Indemnification of County

The Contractor covenants and agrees to take and assume all responsibility for the services rendered in connection with this Agreement. The Contractor shall bear all losses and damages directly or indirectly resulting to it on account of the performance or character of the services rendered pursuant to this Agreement. Contractor shall defend, indemnify and hold harmless the County, its officers, boards, commissions, elected officials, employees and agents from and against any and all claims, suits, actions, liability, judgments, damages, losses, and expenses, including but not limited to, attorney's fees, 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 is caused in part by a party indemnified hereunder. 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 the County or any of its agents or employees, 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 and defend the County, its members, officers, agents, employees and volunteers shall survive termination of this Agreement.

F. Independent Contractor

Contractor hereby covenants and declares that it is engaged in an independent business and agrees to perform the services as an independent contractor and not as the agent or employee of the County. 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 services; hiring of Contractors, agents or employees to complete the services; 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 will be deemed to mean that Contractor shall follow the directions of the County with regard to the results of such services only.

G. Insurance

(1) Requirements:

It is understood that Contractor does not hold minimum insurance requirements as required by the County. However, Contractor agrees to maintain, at a minimum, automobile insurance coverage complying with State law requirements for any automobile that Contractor uses in relation to the Work.

H. Records, Reports

(1) Records:

- (a) Records shall be established and maintained by the Contractor in accordance with requirements prescribed by the County with respect to all matters covered by this Agreement. Except as otherwise authorized, such records shall be maintained for a period of three years from the date that final payment is made under this Agreement. Furthermore, records that are the subject of audit findings shall be retained for three years or until such audit findings have been resolved, whichever is later.
- (b) 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.

I. Conflicts of Interest

Contractor agrees that it shall not engage in any activity or conduct that would result in a violation of the McDuffie County Human Resources Policies.

J. Confidentiality

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, consultants, 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.

K. Licenses, Certifications and Permits

The Contractor covenants and declares that it has obtained and shall maintain all diplomas, certificates, licenses, permits 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 services contracted for under this Agreement. 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. The contractor further covenants to notify the County in writing within two (2) business days of any cancellation of any certificates, licenses, permits or the like required of the Contractor, as referenced above.

L. 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, if applicable.

V. COVENANTS OF THE COUNTY

A. Right of Entry

The County shall provide for right of entry for Contractor and all necessary equipment in order for Contractor to complete the Work.

B. County's Representative

The TOOMBS JUDICIAL CIRCUIT ADULT FELONY DRUG COURT shall be authorized to act on the County's behalf with respect to the Work as the County's designated representative.

VI. TERMINATION

A. The County shall have the right to terminate this Agreement for any reason whatsoever by providing written notice thereof at least five (5) calendar days in advance of the termination date. The Contractor shall have the same right to terminate this Agreement, including but not limited to the County's failure to pay the Contractor within thirty (30) days of submitted invoice.

B. Upon termination, County shall provide for payment to the Contractor for services rendered and expenses incurred prior to the termination date.

C. Upon termination, the Contractor shall: (1) promptly discontinue all services affected, unless the notice directs otherwise.

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

VII. NO PERSONAL LIABILITY

No member, official or employee of the County 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.

VIII. 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. This Agreement may be modified or amended only by a written document signed by representatives of both Parties with appropriate authorization.

IX. 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.

X. APPLICABLE LAW

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.

XI. CAPTIONS AND SEVERABILITY

The caption or head note 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.

XII. NOTICES

A. Communications Relating to Daily Activities

All communications relating to the day-to-day activities of the Work shall be exchanged between the TOOMBS JUDICIAL CIRCUIT ADULT FELONY DRUG COURT for the County and the Contractor.

B. Official Notices

All other notices, 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, unless a substitute address shall first be furnished to the other Parties by written notice in accordance herewith:

NOTICE TO THE COUNTY shall be sent to:

Chairman
McDuffie County Board of Commissioners
210 Railroad Street
Thomson, GA 30824

NOTICE TO THE CONTRACTOR shall be sent to:

Judy Talkington
1914 Mattox Creek Drive
Thomson, GA 30824

XIII. WAIVER OF AGREEMENT

The County's failure to enforce any provision of this Agreement or the waiver in a particular instance shall not be construed as a general waiver of any future breach or default.

XIV. 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.

XV. 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.

IN WITNESS WHEREOF the County and the Contractor have executed this Agreement effective as of the date the Chairman executes this Agreement on behalf of the County.

CONTRACTOR:

MCDUFFIE COUNTY

Judy H Talkington
Printed Name: Judy H Talkington

Title: _____

SIGNED, SEALED, AND DELIVERED
in the presence of:

SIGNED, SEALED, AND DELIVERED
in the presence of:

[Signature]
Witness

Witness

Angel Lamb
Notary Public

Notary Public

[NOTARY SEAL]

[NOTARY SEAL]

My Commission Expires:

My Commission Expires:



Drug Court Coordinator Scope of Work

Purpose of Job

The purpose of this job is to assist the Judge in planning, coordinating and carrying out judicial administrative matters for the drug court; it is also responsible for acting as liaison with other judicial offices and interrelated offices within the county and across the State of Georgia. Duties and responsibilities include, but are not limited to, coordinating and supervising the work of the support staff; coordinating the day-to-day operations of the drug court and performing additional tasks as assigned by the Judge.

Essential Duties and Responsibilities

The following duties are required for this job. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

- Directs and conducts initial assessment of participants referred to the Drug Court program.
- Supervises staff assessment responsibilities and treatment planning.
- Develops and maintains network of referral and community relations, related to treatment and the Criminal Justice System.
- Attends and participates in bi-weekly Drug Court. Conducts intake procedure for all participants.
- Supervises criminal justice interns and others as needed.
- Responsible for developing, monitoring, maintaining, and upgrading all computer and technology systems for the drug court. Also responsible for developing statistical procedures and tracking data systems for internal and external reporting.
- Schedules and coordinates court appearances for status conferences, orientation and assessment.
- Serves as liaison between the Judge and other departments, elected officials, courts, law enforcement agencies, attorneys, and the public to ensure efficiency for the Drug Court program.
- Prepares the annual budget as well as periodic review for grant for Drug court program.
- Maintains all personnel records and leave status information for Drug Court programs.
- Processes incoming mail, initiates and answers correspondence as necessary, types and files correspondence and all administrative documents.
- Assists subordinate personnel on unusual, complex, or difficult legal situations.
- Performs other related duties as required.

Court Administration: Participates in the Drug Court session, providing appropriate information to the Drug Court Judge and Team. Participates in Drug Court Status Review meetings, providing spreadsheet or report on all participants on his/her caseload with updated information to allow effective Court processing of participants. May be required to conduct alcohol and drug assessments and make placement recommendations.

Office Management: Must be able to type, maintain files relevant to case management, maintain up-to-date participant records and referral lists and be able to utilize computer systems relevant to this process. Establishes and maintains a file plan that aids in efficient retrieval of office files. Researches data from files and other sources for routine inquiries or for the preparation of reports.

Fiscal Administration: Responsible for oversight of participant fees, grant funds and any local funding allocated to the program.

Case Management: Responsible for the maintenance of participant records and all data entry.

Community Relations and Public Information: Is involved in community education process as assigned. Participates in Advisory Team meetings. Assists in outreach and fundraising efforts.

Knowledge, Skills and Abilities

Has general knowledge of the principles, practices and procedures of the Drug Court. Has general knowledge of Georgia law and government policies, court procedures, management practices, policies and procedures as necessary in the completion of daily responsibilities. Is able to develop and administer policies, procedures, plans and activities against measured established goals. Is able to develop and implement long-term goals for the Drug Court in order to promote effectiveness and efficiency. Has general knowledge of all applicable laws, ordinances, policies, standards and regulations pertaining to the specific duties and responsibilities of the job. Has knowledge of addiction, alcoholism, pharmacology and cultural issues. Knows how to keep abreast of any changes in policy, methods, operations, budgetary and equipment needs, etc. as they pertain to departmental operations and activities. Is able to effectively communicate and interact with subordinates, management, employees, members of the general public and all other groups involved in the activities of the Drug Court. Is able to assemble information and make written reports and documents in a concise, clear and effective manner. Has good organizational, management, human relations, and technical skills. Is able to use independent judgment and discretion in managing subordinates including the handling of emergency situations, determining and deciding upon procedures to be implemented, setting priorities, maintaining standards, and resolving problems. Has the ability to comprehend, interpret, and apply regulations, procedures, and related information. Is able to comprehend laws and apply regulations and procedures of the department. Has a good working knowledge of legal data including motions, orders, warrants, etc., and procedures and methods as required in the performance of duties. Is knowledgeable and proficient with computers. Is able to read, understand and interpret personnel and financial reports and related materials. Requires skill and proficiency in the use of software packages for word processing, spreadsheets, graphics, and electronic mail programs. Requires skill in the use of office equipment, such as computers, fax machines, calculators, copiers, printers, etc.

Supervisory Controls: Incumbent must perform duties without extensive supervision.

Guidelines: Written guidelines include relevant department operating procedure manuals, and/or policy memorandum, O.C.G.A., and any state standards or requirements for drug courts. Most of the guidelines are specific, but require some interpretation and application to individual situations.

Complexity: The work ranges from low/medium level of tasks to providing complex, extensive and professional work. In addition, the work of this position involves the need for a high degree of time management skills.

Scope and Effect: The purpose of the work is to help facilitate effective treatment to offenders that will lessen recidivism and promote social success. Successful implementation of the work results in the generation of less law enforcement contacts with program participants and less monetary costs to the Judicial System.

Personal Contacts: Contacts are typically with coworkers, staffs of superior court judges, district attorney, probation services, treatment providers, county agencies, and the general public

Purpose of Contacts: Contacts are typically to obtain, clarify, or give facts and to provide services.

Physical Demands: Although the physical demands are not stringent, incumbent must be capable of receiving and delivering supplies to the office.

Work Environment: Work is primarily performed in an office setting, though there will be time spent in court and in the community.

STAFF REPORT

COMMISSIONERS' MEETING: June 8, 2022

DATE: June 3, 2022
TO: McDuffie County Board of Commissioners
FROM: Stephen Sewell, Thomson-McDuffie Emergency Services Chief
ISSUE: Consideration to approve replacing outdated Self-Contained Breathing Apparatus for Fire/EMS

BACKGROUND: When the two departments merged we each had a different brand of SCBA. This creates issues on larger scenes with mixing the packs and cylinders. McDuffie County has SCOTT SCBA's with the City using MSA's. The MSA packs are at a point we are unable to find parts for repairs when needed. The SCOTT packs will be approaching this same situation within the next few years. In addition, several of our carbon cylinders have reached their 15-year life span. At this time, we will need to purchase 9-SCOTT cylinders for a cost of \$15,030.00 plus freight and 34- MSA cylinders for a cost of \$60,928.00 plus freight. Purchasing cylinders is a temporary stop gap costing a total of \$78,000.00 including freight. We would like to discuss the possibility of standardizing and updating all SCBA's and transition to a 4500-psi pack and cylinder as opposed to our current 2216 psi system. Most departments in our area are using a 4500-psi system.

FACTS AND FINDINGS:

1. The department needs to replace equipment as it reaches life expectancy
2. Carbon SCBA cylinders have a maximum life of 15 years, hydrostatic testing conducted every 5 years
3. Having issues with finding repair parts for older MSA SCBA's
4. The department needs to upgrade to a system that will provide personnel additional minutes when working in SCBA's (Converting from a 30-minute cylinder to a 45-minute cylinder).
5. Simply replacing the expiring cylinders do not address other issues.
6. USDA has grant funds to assist with purchase of equipment and financing options for balance.

ALTERNATIVES:

1. The Board approves moving forward with the purchase of Self-Contained Breathing Apparatus.
2. The Board does not approve moving forward at this time.

FUNDING:

1. June 2022 Apply to USDA for a grant of \$100,000.00 and finance \$235,830.00 at 2.5%.
2. June 2022 order SCBA's needed for 2 new pumpers and use SPLOST funds.
3. October 2022 Apply to USDA for a grant of \$100,000.00 and finance \$225,450.00 at 2.5%.

RECOMMENDATION: Staff recommends the board approve Alternative #1.

ATTACHMENTS: Detailed cost explanation.

	Quantity	Description	Unit Price	Total Price
	72	SCBA	\$7,580.00	\$545,760.00
	100	SCBA Masks	\$340.00	\$34,000.00
	126	4500 Carbon Cylinders	\$1,100.00	\$138,600.00
	4	Charge Stations	\$750.00	\$3,000.00
	10	Rechargeable Batteries	\$393.00	\$3,930.00
	8	NPT QC Adapters Assembly	\$495.00	\$3,960.00
	10	Quick Connect Adapters	\$65.00	\$650.00
		In House Repair Center Costs		\$10,380.00
		Estimated Freight	\$3,500.00	\$3,500.00
Total				\$743,780.00

2022	Quantity	Description	Unit Price	Total Price
	32	SCBA	\$7,580.00	\$242,560.00
	43	SCBA Masks	\$340.00	\$14,620.00
	55	4500 Carbon Cylinders	\$1,100.00	\$60,500.00
	2	Charge Stations	\$750.00	\$1,500.00
	5	Rechargeable Batteries	\$393.00	\$1,965.00
	4	NPT QC Adapters Assembly	\$495.00	\$1,980.00
	5	Quick Connect Adapters	\$65.00	\$325.00
		In House Repair Center Costs		\$10,380.00
		Estimated Freight	\$2,000.00	\$2,000.00
Total				\$335,830.00
		2022 USDA Grant Funds		\$100,000.00
		Finance Balance		\$235,830.00

2023	Quantity	Description	Unit Price	Total Price
	32	SCBA	\$7,580.00	\$242,560.00
	43	SCBA Masks	\$340.00	\$14,620.00
	55	4500 Carbon Cylinders	\$1,100.00	\$60,500.00
	2	Charge Stations	\$750.00	\$1,500.00
	5	Rechargeable Batteries	\$393.00	\$1,965.00
	4	NPT QC Adapters Assembly	\$495.00	\$1,980.00
	5	Quick Connect Adapters	\$65.00	\$325.00
		Estimated Freight	\$2,000.00	\$2,000.00
Total				\$325,450.00
		2023 USDA Grant Funds		\$100,000.00
		Finance Balance		\$225,450.00

2022	Quantity	Description	Unit Price	Total Price
	8	SCBA	\$7,580.00	\$60,640.00
	8	SCBA Masks	\$340.00	\$2,720.00
	16	4500 Carbon Cylinders	\$1,100.00	\$17,600.00
		Estimated Freight	\$1,000.00	\$1,000.00
Total				\$81,960.00

Use SPLOST Funds and add to total cost of new pumpers already ordered.

RESOLUTION NO. 22-07

WHEREAS, McDuffie County and its municipalities of Dearing and Thomson recognize that it is threatened by several different types of natural hazards that can and have on many occasions, in the past, resulted in property loss, loss of life, economic hardship and threats to public health and safety; and

WHEREAS, the Federal Emergency Management Agency (FEMA) has required that every county and municipality have a pre-disaster mitigation plan in place, and requires the adoption of such plans in order to receive funding from the Hazard Mitigation Grant Program; 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, the McDuffie County Multi-Jurisdictional Hazard Mitigation Plan Update 2022 - 2026 has been prepared in accordance with FEMA requirements at 44 CFR 201.6; and

WHEREAS, the Plan will be updated every five years; and

WHEREAS, two public meetings were held to review the Plan as required by law;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of McDuffie County, Georgia, that:

1. The McDuffie County Multi-Jurisdictional Hazard Mitigation Plan is hereby adopted as the official Plan of McDuffie County and its municipalities of Dearing and Thomson; and
2. The respective officials identified in the strategy of the Plan are hereby directed to implement the recommended actions assigned to them in the Plan. These officials will report as directed in this Plan on their activities; and
3. The McDuffie County Joint Mitigation Planning Committee will provide progress reports (as directed in the Plan) on the status of the implementation of the Plan to the McDuffie County Board of Commissioners.

PASSED, APPROVED AND ADOPTED by the Board of Commissioners of McDuffie

County, Georgia, this _____ day of _____

Chairman

ATTESTED and FILED in my office this _____ day of _____

County Clerk

SEAL

McDUFFIE COUNTY BOARD OF COMMISSIONERS
RECORDING SHEET
FY2022 Road Striping
BID NO. 22-02
May 26, 2022
2:00 pm

VENDOR	AMOUNT	COMMENTS
Peek Pavement	\$98,085.00	
Roadside Specialties	\$98,945.00	

After recording,
return to:

Darren G. Meadows
Hull Barrett, P.C.
801 Broad Street, 7th Floor
Augusta, Georgia 30901

STATE OF GEORGIA



QUIT CLAIM DEED

COUNTY OF MCDUFFIE

THIS INDENTURE is made as of _____, between **MCDUFFIE COUNTY BOARD OF EDUCATION**, (hereinafter referred to as “Grantor”) and **CITY OF THOMSON**, a municipal corporation of the County of McDuffie of the State of Georgia and **MCDUFFIE COUNTY, GEORGIA**, a political subdivision of the State of Georgia (hereinafter referred to as “Grantee”) (“Grantor” and “Grantee” to include their respective heirs, successors, executors, administrators, legal representatives and assigns where the context requires or permits).

W I T N E S S E T H :

THAT Grantor, for and in consideration of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration in hand paid, the receipt and adequacy of which is hereby acknowledged, has bargained, sold, and does by these presents bargain, sell, remise, release and forever quit-claim to Grantee all the right, title interest, claim or demand which the Grantor has or may have had in and to all that tract or parcel of land lying and being in McDuffie County, Georgia, (hereinafter referred to as the “Property”) as more particularly described in Exhibit “A”, attached hereto and incorporated herein.

With all the rights, members and appurtenances to the said described Property and improvements in anywise appertaining or belonging to Grantor, if any, including without limitation any and all easements or other rights over, to and through adjacent lands benefitting the said Property.

TO HAVE AND TO HOLD the said described premises unto the Grantee, so that neither the said Grantor, nor any other person or persons claiming under Grantor, shall at any time claim or demand any right, title or interest to the aforesaid described Property, improvements or any appurtenances thereto.

IN WITNESS WHEREOF, the Grantor has signed and sealed this Quit Claim Deed the day and year above written.

Signed, sealed and delivered in the presence of:

Grantor: McDuffie County Board of Education

Unofficial Witness

By: _____

Print Name: _____

Notary Public

As Its: _____

My Commission Expires:_____

Attest: _____

Its: _____

(Notarial Seal)

(Seal)

Exhibit "A"

Legal Description

ALL that tract or parcel of land situate, lying and being in 134th G.M. District of McDuffie County, Georgia, being shown and designated as "Parcel A, 2.22 Acres" and "Parcel B, 0.91 Acres" on plat of survey prepared by James D. Wright, R.L.S. No. 2883, dated May 5, 2022, and recorded in Plat Book ____, Page ____, in the Office of the Clerk of Superior Court of McDuffie County, Georgia, the courses and distances, metes and bounds, as shown on said plat being incorporated herein by specific reference thereto.

Tax Map & Parcel Nos. 0T130094 and a portion of 0T130081

DIVISION/COMBINATION PLAT FOR:
**CITY OF THOMSON AND
 McDUFFIE COUNTY**
 3.13 TOTAL ACRES, 134th G.M.D.
 CITY OF THOMSON
 McDUFFIE COUNTY, GEORGIA
 MAY 5, 2022

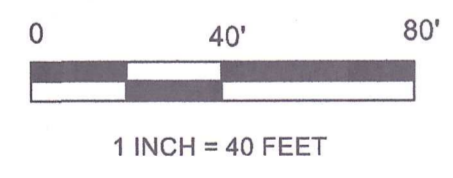
REFERENCES
 D.B. S, PGS. 214-215
 D.B. 91, PGS. 26-27 - P.B. M, PG. 204

SURVEY DATA
 EQUIPMENT USED: TOPCON GR-3 GPS
 SURVEY METHOD: RTK
 HORIZONTAL ACCURACY: <= 0.06'/POINT
 PLAT CLOSURE: 1/523,221'
 FIELD WORK COMPLETED ON: 5/4/2022
 JOB#: 22-12
 FILE: 22-12.TRV



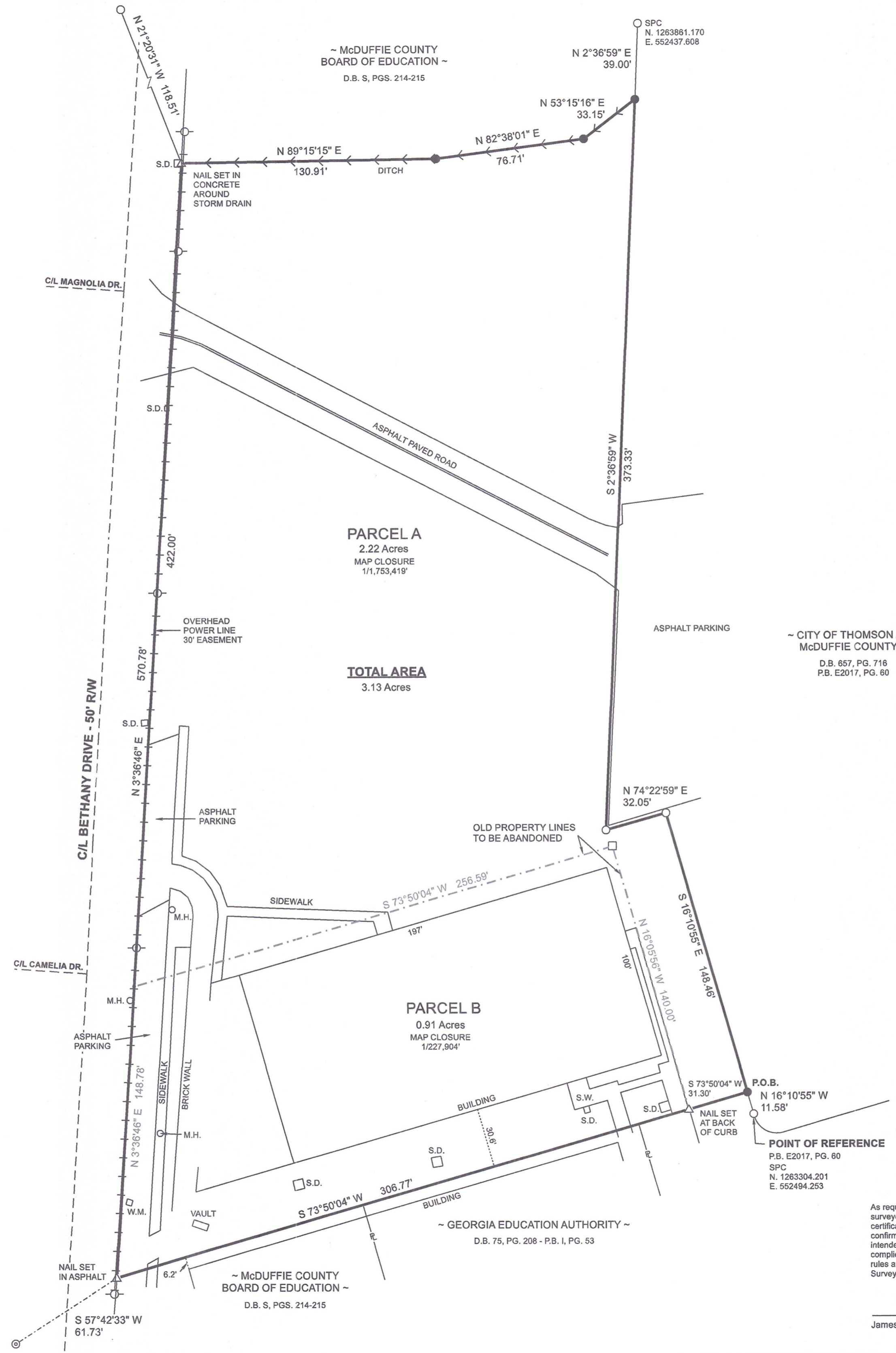
*** NOTES ***

1. THE CERTIFICATION, AS SHOWN HEREON, IS PURELY A STATEMENT OF PROFESSIONAL OPINION BASED ON KNOWLEDGE, INFORMATION AND BELIEF, AND BASED ON EXISTING FIELD EVIDENCE AND DOCUMENTARY EVIDENCE AVAILABLE. THE CERTIFICATION IS NOT AN EXPRESSED OR IMPLIED WARRANTY OR GUARANTEE.
2. ALL DEED BOOK REFERENCES SHOWN HEREON ARE RECORDED IN THE CLERK OF SUPERIOR COURT'S OFFICE OF McDUFFIE COUNTY.
3. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT TITLE. SUBJECT AND ADJACENT PROPERTY OWNERS' DEED REFERENCES WERE PROVIDED BY WRIGHT ANGLE LAND SURVEYORS AND ARE NOT GUARANTEED AS TO ACCURACY OR COMPLETENESS.
4. THIS PLAT IS SUBJECT TO ALL EASEMENTS, RIGHTS-OF-WAY, AND PROTECTIVE COVENANTS OF RECORD.
5. SURVEY AUTHORIZED BY DAVID CRAWLEY (COUNTY MANAGER).
6. PROPERTY IS CURRENTLY OWNED BY McDUFFIE COUNTY BOARD OF EDUCATION.
7. BOTH PARCEL A AND PARCEL B ARE CURRENTLY OWNED BY THE McDUFFIE COUNTY BOARD OF EDUCATION.
8. PARCELS A AND B ARE TO BE COMBINED TO FORM ONE TRACT OF 3.13 ACRES.



LEGEND

○	1/2" Rebar Found
⊙	3/4" Pipe Found
●	1/2" Rebar Set W/Cap
△	Nail Set
□	5/8" Rebar Found
++++	Overhead Power Line
○-○	Power Pole
S.W.	Sidewalk
S.D.	Storm Drain
M.H.	Manhole



~ CITY OF THOMSON AND
 McDUFFIE COUNTY ~
 D.B. 657, PG. 716
 P.B. E2017, PG. 60

~ GEORGIA EDUCATION AUTHORITY ~
 D.B. 75, PG. 208 - P.B. I, PG. 53

~ McDUFFIE COUNTY
 BOARD OF EDUCATION ~
 D.B. S, PGS. 214-215

POINT OF REFERENCE
 P.B. E2017, PG. 60
 SPC
 N. 1263304.201
 E. 552494.253

*** SURVEYORS CERTIFICATION ***

As required by subsection (d) of O.C.G.A. Section 15-6-67, this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording as evidenced by approval certificates, signatures, stamps, or statements hereon. Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser or user of this plat as to intended use of any parcel. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

James D. Wright 5/5/22
 James D. Wright GA RLS#2883 Date



WRIGHT ANGLE LAND SURVEYORS
 JAMES D. WRIGHT GEORGIA RLS #2883
 2528 WHITE OAK RD., THOMSON, GA 30824
 706-830-5158 - wrightangle@comcast.net