

MINUTES

DECATUR COUNTY BOARD OF COMMISSIONERS

COMMISSIONERS' BOARDROOM

TUESDAY, MAY 28, 2024

PRESENT: CHAIRMAN PETE STEPHENS, VICE CHAIRMAN DENNIS BRINSON, COMMISSIONERS, BOBBY BARBER, JR., RUSTY DAVIS, GEORGE ANDERSON, AND STEVE BROCK, COUNTY ADMINISTRATOR ALAN THOMAS, COUNTY ATTORNEY BRUCE KIRBO, AND COUNTY CLERK MICHELLE WEST.

INVOCATION AND THE PLEDGE OF ALLEGIANCE

Chairman Stephens called the regular meeting to order at 7:00 p.m. After the call to order, Vice Chairman Brinson gave the invocation and all those assembled pledged allegiance to the flag of the United States of America.

APPROVAL OF AGENDA

Commissioner Davis made a motion to approve the agenda, as presented. Commissioner Barber seconded the motion, a vote was taken and unanimously approved.

SPECIAL PRESENTATIONS

There were no Special Presentations.

PUBLIC PARTICIPATION

Chairman Stephens recognized Ms. Johnnie Mae Livingston who stated she resides at 338 Bettstown Road and is requesting that the ditches be pulled on Bettstown Road to help with the water drainage problem when it rains. Commissioner Barber stated he would follow-up with Public Works Director Dennis Medley.

APPROVAL OF MINUTES

Commissioner Brock made a motion to approve the minutes of the Commissioners' meeting held May 14, 2024, as presented. Vice Chairman Brinson seconded the motion, a vote was taken and unanimously approved.

PUBLIC HEARING – FY 2024/2025 Budget

Vice Chairman Brinson made a motion to enter into the Public Hearing. Commissioner Barber seconded the motion, a vote was taken and unanimously approved.

Chairman Stephens stated the purpose of the Public Hearing was for any questions or comments on the budget from the Board or citizens from the audience. There being no comments or discussion from the audience the Commissioners thanked the County Administrator Thomas and staff for a job well done on the budget again this year. Commissioner Davis made a motion to enter back into Regular Session. Commissioner Anderson seconded the motion, a vote was taken and unanimously approved.

OLD BUSINESS

District Attorney – Joe Mullholland. Chairman Stephens recognized District Attorney Joe Mullholland who stated he and Chief Public Defender Tre McLendon met last week with County Administrator Thomas to discuss some issues with the Public Defender's office and District Attorney's office concerning their budgets. District Attorney Mullholland stated that he is no longer wanting part of the Public Defender's office budgeted funds to be transferred to his office, but for the Board to increase his current supplement by \$74,000. District Attorney Mullholland stated that current grant funding would be ending December 2024 and the additional funds he is requesting would help offset the salaries of the six positions that are covered by grant funding until December 2024. The Board briefly discussed the request and tabled the item until after the other counties in the circuit could be notified.

NEW BUSINESS

Consider Approval of Inmate Capacity Agreement – GDOC. Chairman Stephens recognized County Administrator Thomas who stated this is an annual intergovernmental agreement with the Georgia Department of Corrections for inmate housing. This agreement is for 130 inmates at an increased rate of \$24 per diem per inmate. Based on the recommendation of Warden Screen, County Administrator Thomas is recommending approval by the Board. Commissioner Davis made a motion to approve the agreement, a copy of which is attached. Commissioner Anderson seconded the motion, a vote was taken and unanimously approved.

Consider Approval of Dozer Bid – Landfill. Chairman Stephens recognized County Administrator Thomas who stated bids were requested from several vendors on a dozer for the Landfill. Two bids were received for the dozer with Yancey Bros being the lowest bid for a 2024 CAT D6 Dozer with the cost being \$471,481. The dozer has a buy back guarantee in the amount of \$130,000 and a trade-in value of \$134,000 for the current dozer with a delivery date of July or August of 2024. County Administrator Thomas recommends approval by the Board for the dozer purchase. Commissioner Barber made a motion to approve the dozer purchase. Commissioner Brock seconded the motion, a vote was taken and unanimously approved.

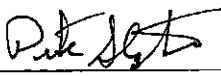
Consider Approval of Alcoholic Beverage License – Narendrakumar Patel – 3225 Faceville Hwy – 3225 Faceville Hwy 2024, LLC. Chairman Stephens recognized County Administrator Thomas who stated Narendrakumar Patel, manager of 3225 Faceville Hwy 2024, LLC located at 3225 Faceville Hwy has met all the requirements for obtaining an alcoholic beverage license and recommends approval to the Board. Commissioner Davis made the motion to approve the license. Commissioner Anderson seconded the motion, a vote was taken and unanimously approved.

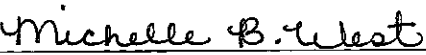
COMMISSIONERS/ADMINISTRATOR’S REMARKS

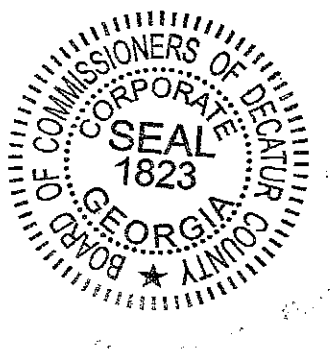
The Commissioners thanked everyone for coming.

ADJOURN

There being no further business, the meeting, on motion by Commissioner Barber, was duly adjourned. Commissioner Anderson seconded the motion, a vote was taken and unanimously approved.

Approved: 
Chairman, Pete Stephens

Attest: 
County Clerk, Michelle B. West



**INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
GEORGIA DEPARTMENT OF CORRECTIONS
AND
DECATUR COUNTY
COUNTY CAPACITY**

THIS AGREEMENT is entered into the 1st day of July 2024, by and between the GEORGIA DEPARTMENT OF CORRECTIONS, an agency of the State of Georgia (“Department”), and DECATUR COUNTY, a political subdivision of the State of Georgia (“County”), acting by and through its Board of County Commissioners, referred to individually as “Party” or together as “Parties.”

WHEREAS Department desires to contract with County for appropriate care and custody of certain offenders for which Department is responsible, (“State Offenders”); and

County desires to provide appropriate care and custody of State Offenders at a correctional institution operated by County (“Services”).

NOW, THEREFORE, in consideration of these premises and the mutual promises and agreements hereinafter set forth, the parties hereby agree as follows:

1. Care and Custody. County agrees to provide complete care and custody of up to 130 State Offenders daily, for the Term of this Agreement and in accordance with all applicable state and federal laws, rules, and regulations. Without limiting the generality of the foregoing, County specifically agrees that no State Offender labor shall benefit private persons or corporations.

2. Recording Offender Movement in SCRIBE. County agrees to record any and all movement of State Offenders transferred in and out of the County facility by entering the movement in Department’s SCRIBE system on the same day the movement occurs. Movements that are not entered in SCRIBE on the day the movement occurs will not show as an adjustment and result in an inaccurate daily count. County is solely responsible for implementing procedures to ensure that SCRIBE entries are made accurately and in a timely manner. County is responsible for verifying the State Offender count and all movements in and out of the County facility in SCRIBE on a daily basis to ensure that the count is accurate. County understands that the count reflected in SCRIBE is the official count for purposes of calculating payment under this Agreement. Late documentation, lack of documentation, or inaccurate documentation may result in delayed payment or non-payment under this Agreement. County agrees to grant Department access to County’s records, documentation procedure, and personnel for purposes of auditing SCRIBE entries and verifying State Offender count at any time upon Department’s request.

3. Notification of Medical Treatment. County shall notify Department of any State Offender that the County transfers to a hospital for treatment that will require an overnight stay or for whom treatment is likely to cost in excess of One Thousand Dollars (\$1,000.00). Said notification shall be provided via telephone contact within Twenty-Four (24) hours of offender being admitted for treatment on an outpatient or inpatient basis. County shall notify Department pursuant to this paragraph by calling the Department's "On Call Utilization Management Nurse" at 404-863-3079 at any time of day or night.

4. Employee or Offender Misconduct. The County agrees that it will notify the Department within ten (10) business days after terminating an employee of the County correctional institution for misconduct or of the resignation of any employee in connection with an allegation or investigation of misconduct. The County further agrees that it will notify the Department within ten (10) business days if it, one of its employees, or any other law enforcement officer secures a criminal warrant for the arrest or otherwise pursues the prosecution of an offender being housed at the County CI for criminal conduct allegedly committed at the County CI. County agrees that it will not hire any employee terminated by Department for misconduct or who resigns from Department in connection with an allegation or investigation of misconduct.

5. Compensation. Department agrees to pay County the sum of Twenty-Four Dollars (\$24.00) per State Offender per day for the duration of this Agreement. County agrees that upon receipt of documentation from the Department showing inmate dates and total amount of payment, County shall validate the accuracy of the documentation in a manner as prescribed by the Department and return the validation of the same to the Business Management Unit within seven (7) business days of receiving the documentation. The Department shall endeavor to pay County for Services within Forty-Five (45) days of invoice receipt in approved form. County acknowledges and agrees that the Commissioner of Corrections shall have sole authority with respect to the transfer of State Offenders to and from the County correctional institution and Department shall not incur charges for State Offenders not under the care and custody of County. A State Offender is not under the care and custody of County when; a State Offender is not housed at the County facility, State Offender is out to court, or when a State Offender is sent to a Department facility for medical or mental health evaluation.

6. Term of Agreement. The term of this Agreement shall be from July 1, 2024 until 11:59 p.m. on June 30, 2025 (the "Term"). The Parties may, by mutual agreement in writing, extend the Term for additional time periods.

7. Termination. Department may at any time and for any reason terminate this Agreement by providing written notice in advance of such termination to County. In the event of termination under this paragraph, Department shall pay County for Services performed prior to the effective date of termination; provided, however, that payments otherwise due County may be applied by Department against amounts due or claimed to be due to Department. In the event that County fails to comply with the provisions of this Agreement, Department may terminate this Agreement for cause and without notice. If termination is for cause, payments may be withheld by Department on account of the

Services being deemed deficient and not remedied by County prior to the effective date of termination. County shall be liable to Department for any additional cost incurred by Department as a result of deficiencies in the Services to be provided hereunder. In addition, County may terminate this Agreement for any reason by providing thirty (30) days written notice to the Department.

8. Prison Rape Elimination Act. County agrees that it will adopt and comply with 28 C.F.R. 115, entitled the Prison Rape Elimination Act ("PREA"). As required in 28 C.F.R. 155.12, County further agrees to cooperate with the Department in any audit, inspection, or investigation by Department or other entity relating to County's compliance with PREA. The Department shall monitor the County's compliance with PREA and shall have the right to inspect any documents or records relating to such audit, inspection or investigation, and County will provide such documents or records at Department's request. County acknowledges that any violation of PREA is a material breach of this Agreement, is cause for termination of this Agreement and may lead to administrative and criminal sanctions. The County shall acknowledge in writing that the Department has advised the County of these matters.

9. Notices. Any notice under this Agreement, other than those referenced in Paragraph 3, "Notification of Medical Treatment," shall be deemed duly given if delivered by hand (against receipt) or if sent by registered or certified mail, return receipt requested, to a Party hereto at the address set forth below or to such other address as the Parties may designate by notice from time to time in accordance with this Agreement.

If to the County: Decatur County Board of Commissioners
Chairman, Pete Stephens
P.O. Box 726
Bainbridge, GA 39818

With a copy to: Decatur County Prison
Warden, Gordon Screen
1153 Airport Road
Bainbridge, GA 39817

If to the Department: Bryan S. Wilson
Deputy General Counsel
Georgia Department of Corrections
State Office South, Gibson Hall, 3rd Floor
P.O. Box 1529
Forsyth, Georgia 31029

With a copy to: Benjamin Ford
Facilities Director
Georgia Department of Corrections
State Office South, Gibson Hall, 1st Floor
P.O. Box 1529
Forsyth, Georgia 31029

10. Reimbursement of Medical Costs.

- a. Department agrees to reimburse County for certain costs of medical services required for medical conditions which: (1) pose an immediate threat to life or limb, and (2) occur under circumstances in which the State Offender cannot reasonably be placed in a state institution for the receipt of this care ("Emergency Medical Services"). Department's obligation to reimburse County for the cost of any medical services, to include Emergency Medical Services, arises only when the cost per State Offender per incident exceeds One Thousand Dollars (\$1,000.00), and Department shall only be liable for the amount in excess of One Thousand Dollars (\$1,000.00), subject to the limitations of this paragraph and other applicable laws and regulations.
- b. County agrees to invoice Department monthly for the actual cost of Emergency Medical Services paid by County. If there existed any rate agreement between County and the hospital or hospital authority at the time Emergency Medical Services were rendered, the invoice must reflect such rate. All invoices from County must include an invoice or receipt from the hospital that clearly shows the actual cost of Emergency Medical Services paid by County.
- c. Department is not liable to County for any late fees or charges imposed by the hospital, hospital authority (collectively, "Late Fees"), or other service provider, for late or nonpayment by the County. County agrees to exclude Late Fees from its invoices to Department.
- d. If Department reasonably determines that there is a difference between the actual cost incurred by County and the invoice sent to Department, Department may assess an administrative fee of one-half (1/2) of the difference to cover the administrative costs incurred by the Department. Department shall send County written notice of any administrative fees, and County shall have Thirty (30) days to make payment or to dispute the fee in writing. If County does not make payment of undisputed administrative fees by the due date, Department is entitled to a setoff of the same amount against future payments owing to County.
- e. Pursuant to O.C.G.A. § 42-5-2(c), Department shall reimburse County no more than the applicable Georgia Medicaid Rate for Emergency Medical Services provided to a State Offender by a hospital, hospital authority, or other service provider. Department shall not be liable to County for any amount paid by County to a hospital, hospital authority, or other service provider, in excess of the Medicaid Rate for emergency services provided to a State Offender.

11. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties hereto and replaces, cancels and supersedes any

prior agreements and understandings relating to the subject matter hereof, and all prior representations, agreements, understandings and undertakings between the parties hereto with respect to the subject matter hereof are merged herein.

12. Sole Benefit. Department and County enter into this Agreement for their sole benefit. Department and County do not intend to give any rights pursuant to this Agreement to any other parties.

13. Choice of Law and Venue. The Contract shall be governed in all respects by the laws of the State of Georgia. Any lawsuit or other action brought against the Department and the State based upon or arising from this Agreement shall be brought in the Superior Court of Fulton County, Georgia.

14. Amendment. The Parties recognize and agree that it may be necessary or convenient for the Parties to amend this Agreement and the Parties agree to cooperate fully in connection with such amendments if and as necessary. However, no change, modification or amendment to this Agreement shall be effective unless the same is reduced to writing and signed by the Parties.

15. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one agreement. No Party shall be bound by this Agreement until all Parties have executed it.

IN WITNESS WHEREOF, the parties have caused the authorized representatives of each to execute this Agreement on the day and year first above written.

GEORGIA DEPARTMENT OF
CORRECTIONS:

By: _____
Bryan S. Wilson
Deputy General Counsel

Date: _____

FACILITY WARDEN/SUPERINTENDENT

By: Gordon Screen

Print Name: Gordon Screen

Date: 5-28-24

DECATUR COUNTY:

By: Pete Stephens

Print Name: Pete Stephens

Title: Chairman

Date: May 28, 2024

**INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
GEORGIA DEPARTMENT OF CORRECTIONS
AND
DECATUR COUNTY
FIRST AMENDMENT**

This First Amendment (“Amendment”) to the Original Agreement, entered into on the 1st day of July 2023 (“Original Agreement”) is entered into as of this 1st day of April 2024, by and between the Georgia Department of Corrections (“Department”) and Decatur County (“Contractor”), who is duly authorized by law to transact business in the State of Georgia.

WHEREAS, the purpose of this Amendment is to reflect a two-dollar increase in compensation for each offender.

NOW THEREFORE, in consideration of these premises and mutual promises and agreements hereinafter set forth, the parties hereby agree as follows:

1. Agreement. The Original Agreement, including all Amendments, shall be referred to as the “Agreement.” Except as otherwise expressly set forth herein, the terms and conditions contained in the Agreement are unchanged. All capitalized terms used in this Amendment and not expressly defined herein shall have the respective meanings given to such terms in the Agreement.

2. Changed Provisions or Exhibits. Section 5 Compensation: is hereby amended to read as follows: Department agrees to pay County the sum of Twenty-Four Dollars (\$24.00) per State Offender per day for the duration of this Agreement. County agrees that upon receipt of documentation from the Department showing inmate dates and total amount of payment, County shall validate the accuracy of the documentation in a manner as prescribed by the Department and return the validation of the same to the Business Management Unit within seven (7) business days of receiving the documentation. The Department shall endeavor to pay County for Services within Forty-Five (45) days of invoice receipt in approved form. County acknowledges and agrees that the Commissioner of Corrections shall have sole authority with respect to the transfer of State Offenders to and from the County correctional institution and Department shall not incur charges for State Offenders not under the care and custody of County. A State Offender is not under the care and custody of County when; a State Offender is not housed at the County facility, State Offender is out to court, or when a State Offender is sent to a Department facility for medical or mental health evaluation.

3. Multiple Counterparts. This Amendment may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one Agreement. No party shall be bound by this Amendment until each party has executed it.

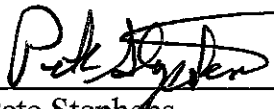
4. Entire Amendment. This Amendment sets forth the entire understanding between the parties with regard to the subject matter hereof and supersedes any prior or contemporaneous agreements, discussions, negotiations, or representations between the parties whether written or oral with respect thereto. The Agreement may not be amended except by the mutual written agreement of the parties.

IN WITNESS WHEREOF, the parties have caused this Amendment to be signed effective as of the date and year first written above.

**GEORGIA DEPARTMENT OF
CORRECTIONS:**

DECATUR COUNTY:

By: _____
Jennifer Ammons
General Counsel

By:  _____
Pete Stephens
Chairman

Date: _____

Date: 5-28-24