

**Minutes
City of Folkston
Regular Monthly Meeting
December 20, 2021**

The Mayor and Council of the City of Folkston met in regular session on December 20, 2021 at City Hall.

Mayor Gowen called the meeting to order at 6:30 pm. He gave the invocation and led the pledge of allegiance.

Members Present: Lee Gowen, Mayor
 Ruby Baker
 Marion Davis, Jr.
 Jim Gowen
 Rob Roberson

Members Absent: Bruce Young

Also Present: Leonard H. Lloyd, City Manager
 Darlene Williamson, City Clerk
 Wesley Green, Chief of Police
 Patrick Brooks, City Attorney

Visitors: Jamison Guice, Charlton County Herald; Dana O'Quinn, Okefenokee Chamber
 Ashley Gowen, Development Authority and Kim Rogers

AGENDA

Mr. Marion Davis made a motion to approve the agenda as presented.
Mr. Jim Gowen seconded the motion and it passed by unanimous vote.

MINUTES

Mrs. Ruby Baker made a motion to approve the minutes for the November 15, 2021 Regular Meeting as presented. Mr. Marion Davis seconded the motion and it passed by unanimous vote.

APPROVE INCOME AND EXPENSE STATEMENTS

Mr. Rob Roberson made a motion to approve the November 2021 income and expense statements as presented. Mr. Jim Gowen seconded the motion and it passed by unanimous vote.

POLICE DEPARTMENT REPORT

Chief Green stated the police department filed 34 incident reports, investigated 12 accidents and answered 1624 calls during the month of November 2021. The police department collected \$8,929.00 in fines and forfeitures; the city's portion is \$7,076.18.

CITY MANAGER REPORT

Mr. Lloyd stated the Main Street resurfacing project has been completed. The permanent striping is the next process to be done.

The drainage issue located at the intersection of Main Street and Tower Street is still open, bids are being taken at this time.

He then stated the LMIG project for 2022 has been submitted for resurfacing Dixie Lake Road from Main Street to Owen Spatcher Road.

DANA O'QUINN / OKEFENOKEE CHAMBER

Mrs. Dana O'Quinn stated that the Christmas on Main Street event was a success. She commended the city employees who helped with the lights and other decorating for the event. She informed the council of complaints from the railfans concerning the Depot grounds and restrooms during the event. She stated she tried to explain to the visitors that the Funnel's facilities are specifically for the rail fans. She then recommended to the council that the Funnel's restroom be locked each day from 8:00 p.m. until morning and that a "No Overnight Parking" sign be posted in the parking lot.

She stated the Chamber hosted a live nativity event with caroling and candle lighting on December 16th.

***APPROVE CSRA PROBATION SERVICES CONTRACT**

Mayor Gowen informed the council that Satilla Probation Management has been sold to CSRA Probation Services. All terms and conditions will remain the same. The council will need to vote to approve the agreement with CSRA Probation Services.

Mr. Marion Davis made a motion to approve the Assignment and Assumption of Services Agreement by CSRA Probation Services as presented. Mrs. Ruby Baker seconded the motion and it passed by unanimous vote.

***APPROVE DEVELOPMENT AUTHORITY REQUEST**

Mrs. Ashley Gowen with the Development Authority requested the council approve the reappointment of Nancy Zetmeir to the board, this will be a 4-year term.

Mr. Marion Davis made a motion to reappoint Nancy Zetmeir to the Development Authority Board of Directors. Mrs. Baker seconded the motion and it passed by unanimous vote.

***VARIANCE REQUEST / 6017 N SECOND STREET, LLC**

Mayor Gowen stated that the city has received a variance request from 6017 N 2nd St, LLC formerly known as US1 Extended Stay Studio Apartments, located at 6017 N Second Street. The request is to build two buildings that will add thirty additional studio apartments. The buildings will be located at the back of the property where the old section has been removed. Mr. Lloyd informed the council that the request does not meet the requirement of the Land Development Code. Residential areas are not permitted in a Commercial General district. The studio apartments were grandfathered in because they existed when the new Land Development Code was adopted. After a discussion by the council, Mayor Gowen recommended the variance be denied.

Mr. Marion Davis made a motion to deny the variance request from 6017 N 2nd St, LLC. Mrs. Ruby Baker seconded the motion and it passed by unanimous vote.

***RESCHEDULE JANUARY REGULAR MEETING**

Mayor Gowen stated the regular meeting for January 17, 2022 will need to be rescheduled to January 10, 2022 due to Martin Luther King, Jr. Day, there will be no work session for that month.

Mr. Rob Roberson made a motion to reschedule the January regular meeting for January 10, 2022 at 6:30 pm. Mr. Jim Gowen seconded the motion and it passed by unanimous vote.

ADJOURN

Mr. Rob Roberson made a motion to adjourn. Mr. Jim Gowen seconded the motion and it passed by unanimous vote.

The meeting closed at 6:48 pm.

ATTEST:



Lee Gowen, Mayor



Darlene Williamson, City Clerk

City of Folkston

Regular Meeting

December 20, 2021

Please Print
Sign In

Ashley Youlen

Dana Quinn

Jamison Juice

Kim Rogers

**ASSIGNMENT AND ASSUMPTION OF SERVICES AGREEMENT
AND CONSENT TO ASSIGNMENT**

THIS ASSIGNMENT AND ASSUMPTION OF SERVICES AGREEMENT WITH FOLKSTON MUNICIPAL COURT AND CONSENT TO ASSIGNMENT ("Assignment Agreement") is entered into as of January 1, 2022 ("**Effective Date**"), by and among Folkston Municipal Court (the "**Court**"), and the City of Folkston, GEORGIA (the "**Governing Authority**"), SATILLA PROBATION MANAGEMENT CORPORATION (sometimes referred to herein as the "**Assignor**") and CSRA PROBATION SERVICES, INC., a Georgia corporation (sometimes referred to herein as the "**Assignee**").

Recitals:

WHEREAS, on October 21, 2020, the Court and Governing Authority awarded probation services agreement to Assignor (the "**Services Agreement**"), attached hereto and incorporated by reference as **Attachment A**, for the provision of probation services to the Court; and

WHEREAS, pursuant to the terms of Services Agreement, the Assignor may assign the contract to a qualified company, contingent upon approval of the Court and Governing Authority; and

WHEREAS, the skilled personnel, knowledge base, and equipment of the Assignor's business unit charged with performing the work has been transferred to CSRA Probation Services, Inc. (the Assignee); and

WHEREAS, the Court and Governing Authority finds that CSRA Probation Services, Inc. (the Assignee) has the necessary skills, expertise, and fitness to perform the Services Agreement according to the existing terms and conditions set forth in said Services Agreement, and wishes to approve said assignment; and

WHEREAS, the Assignee wishes to assume the obligation of Assignor under the Services Agreement, which shall mean the Court and Governing Authority shall perform its obligations under the Services Agreement in favor of Assignee and that the Court, Governing Authority, and the Assignor shall each release the other from any obligations owed by the other to them under the Services Agreement.

Agreement:

NOW THEREFORE, in consideration of the foregoing preambles which by this reference are incorporated herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby consent to the Assignment Agreement, subject to the following terms and conditions, all of which are hereby acknowledged and agreed to by the parties:

1. **Assignment.** Assignor hereby conveys, assigns, and transfers to Assignee all of the Assignor's right, title, and interest in and to the Services Agreement. Assignor shall

execute and deliver to Assignee such further assignments, acknowledgments, and documents as Assignee may reasonably request in order to confirm or give notice of the transfer affected by this Assignment Agreement.

2. **Acceptance and Assumption.** Assignee hereby accepts the assignment of Assignor's right, title, and interest under the Services Agreement, and shall be bound by all of the terms of the Services Agreement in Assignor's place and stead. Assignee assumes and shall faithfully pay and perform in Assignor's stead as and when due, any and all liabilities and obligations of Assignor under the Services Agreement. Assignee shall indemnify and hold harmless Assignor from and against any and all liability, loss, damage, or expenses (including without limitation, reasonable attorney's fees) arising or resulting from the failure of Assignee to pay or perform faithfully and punctually any liability or obligation hereby assumed.
3. **Consent of the Court and Governing Authority.** The Court and Governing Authority hereby consents to the assignment of Assignor's right, title, and interest under the Services Agreement to Assignee, and the assumption by Assignee of any and all liabilities and obligations of Assignor under the Services Agreement upon the Effective Date. With effect from the Effective Date, the Court and Governing Authority hereby releases and discharges Assignor from all obligations and liabilities owed to the Court and Governing Authority under the Services Agreement, and accepts the obligations and liability of Assignor under the Services Agreement in lieu of the liability of Assignor.
4. **Release and Discharge.** With effect from the Effective Date, Assignor releases and discharges the Court and Governing Authority from any and all obligations and liabilities owed to Assignor under the Services Agreement. With effect from the Effective Date, the Court and Governing Authority hereby releases and discharges Assignor from any and all obligations and liabilities owed to the Court and Governing Authority under the Services Agreement, and accepts the obligations and liability of Assignee under the Services Agreement in lieu of the liability of the Assignor.
5. **Representations.**
 - 5.1 **Assignor Representations.** Assignor hereby represents and warrants that Assignor (i) has full power and authority to assign the Services Agreement to Assignee, (ii) has not previously transferred or conveyed its interest in the Services Agreement to any person or entity collaterally or otherwise, and (iii) has full power and authority to enter into the Assignment Agreement.
 - 5.2 **Assignee Representations.** Assignee hereby represents and warrants that Assignee has full power and authority to enter into the Assignment Agreement.
6. **Miscellaneous Provisions.**
 - 6.1 **Notices.** Any notices required to be given under the Assignment Agreement shall be in writing and may be personally delivered, sent by nationally recognized overnight courier, or sent by registered or certified mail, postage prepaid, return receipt requested, and shall be effective upon receipt at the appropriate address. Any notice given to the Court, Governing Authority, Assignor, or Assignee shall be sent to the respective address set forth on the signature page below, or to such other address as such party may designate for service of notice.
 - 6.2 **Governing Law.** This Assignment Agreement is governed by the laws of the State of Georgia.
 - 6.3 **Construction and Interpretation.** This Assignment Agreement contains the entire understanding between the parties relating to the transaction contemplated by the

Assignment Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged in this Assignment Agreement and shall be of no further force or effect. No party has been induced to enter into this Assignment Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Assignment Agreement. This Assignment Agreement is binding on and inures to the benefit of the respective successors, assigns, and representatives of each of the parties.

[SIGNATURES ARE ON THE FOLLOWING PAGE.]

IN WITNESS WHEREOF, the Court, Governing Authority, Assignor, and Assignee have executed this Assignment Agreement as of the date set forth above.

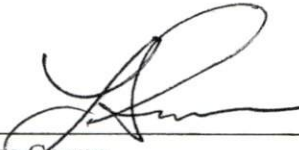
COURT:

Address for Notices:
Folkston Municipal Court
541 First Street
Folkston, Georgia 31537

By: 
Name: John B. Adams
Title: Chief Judge

GOVERNING AUTHORITY:

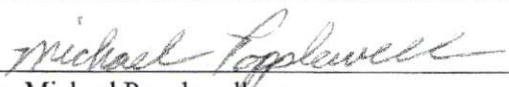
Address for Notices:
City of Folkston
541 First Street
Folkston, Georgia 31537

By: 
Name: Lee Gowen
Title: Mayor

ASSIGNOR:

Address for Notices:
802 Oakhurst Dr., Suite D
Evans, GA 30809

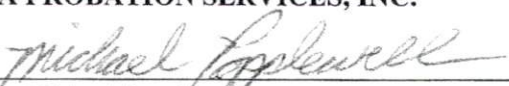
SATILLA PROBATION MANAGEMENT CORP.

By: 
Name: Michael Popplewell
Title: President

ASSIGNEE:

Address for Notices:
802 Oakhurst Dr., Suite D
Evans, GA 30809

CSRA PROBATION SERVICES, INC.

By: 
Name: Michael Popplewell
Title: President

Attachment A

Contract for Probation Supervision and Rehabilitation Services

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

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

SCOPE OF SERVICES AND RESPONSIBILITIES OF CONTRACTOR

In consideration of the obligations of the Court or its Governing Authority, Contractor shall provide the following services:

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

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

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

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

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

Contractor shall schedule and confirm community service work being performed.

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

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

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

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

Contractor shall provide online payment system for offender convenience.

Contractor shall provide probation termination documentation on all cases.

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

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

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

Any person employed as and using the title of a private probation officer shall be at least 21 years of age at the time of appointment to the position and shall have completed a standard two-year college course, completed 90 quarter hours or 60 semester hours, or have four years of law enforcement experience; provided, however, that any person employed as a private probation officer as of July 1, 1996, and who had at least six months of experience as a private probation officer or any person employed as a probation officer by a county, municipality, or consolidated government as of March 1, 2006, shall be exempt from such college requirements.

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

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

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

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

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

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

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

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

All probation officer and staff members shall be provided with adequate training. Each private probation officer shall receive an initial 40 hours of orientation provided by contractor or third party within six months of employment, and shall receive 20 hours of continuing education provided by contractor or third party per annum as approved by the Department of Community Supervision, the Board or the Council, provided that the 40 hour initial orientation shall not be required of any person who has successfully completed a basic course of training for supervision of probationers or parolees certified by the Peace Officer Standards and Training Council or any private probation officer who has been employed by a private probation corporation, enterprise, or agency for at least six months as of July 1, 1996, or any person employed as a probation officer by a county, municipality, or consolidated government as of March 1, 2006.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(d) The court may convert fines, statutory surcharges, and probation supervision fees to community service on the same basis as it allows a defendant to pay a fine through community service as set forth in subsection (d) of Code Section 17-10-1.

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

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

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

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

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

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

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

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

(b) When pay-only probation is imposed, the probation supervision fees shall be capped so as not to exceed three

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

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

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

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

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

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

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

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

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

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

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

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

O.C.G.A. §42-8-107 (b)(10) and DCS Rule 105-2-.14 and .15. Reporting and record keeping requirements.

Each offender shall have a case file containing order of probation, personal data sheet, and sentencing order (when provided by the court). When applicable, the probationer file shall also include community service waiver, community service time sheets, drug screen or lab testing results, AA/NA attendance logs, special conditions proof of compliance, employment search logs, and any written correspondence pertaining to the individual probationer.

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

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

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

Contractor shall provide written reports monthly to the Court or as requested by the Court. Reports may include, but are not limited to statistical reports, caseload data, and other records documenting the identity of the probationer, the status of each probationer's case, the services provided, and the monies collected.

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

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

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

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

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

(b) The quarterly reports shall include the following:

1. Number of probationers under supervision;

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

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

(a) Required records are as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

During the term of this Agreement and Contractor's satisfactory performance, the Court shall refer all offenders ordered to serve time on probation to Contractor for purposes of probation supervision services. Contractor shall commence performance upon the approval by the Governing Authority. This Agreement shall expire the **31st day of December, 2024.**

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

In the event that the court determines that there are deficiencies in the services provided by Contractor hereunder, the Court may notify the Contractor in writing as to the exact nature of such deficiency. Within thirty (30) days of receipt of such notice, the Contractor shall cure or take reasonable steps to cure the deficiencies. In the event the Contractor fails to cure or take reasonable steps to cure the deficiencies to the Court's satisfaction, the Court may declare the Contractor in default and the Court may terminate this Agreement.

The Court will decide if the existing caseload is to be transferred. Should it be decided that the caseload is to be transferred, Contractor, within thirty (30) days of termination, shall generate an order of transfer listing all probationers. Probation order, payment history, and personal data records will accompany the order to transfer. Contractor shall turn over to the Clerk of Court any moneys collected or received less supervision fees validly incurred and duly owing to Contractor through the termination date. Any fines, costs, fees or restitution received by Contractor from probationers of this Court after termination of this Agreement shall be forwarded to the Clerk of Court, other than fees earned by Contractor. The Court shall provide Contractor a receipt for all property surrendered under this provision. Should it be decided not to transfer the existing caseload, Contractor will work the caseload until completion of existing sentence guidelines.

OBLIGATIONS OF THE COURT OR GOVERNING AUTHORITY

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

Payment for Contractors Services as Condition of Probation, Responsibility of Probationer:

The Court shall not be liable for payment of any supervision fee or any program fee of an offender.

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

Access to Criminal Histories:

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

Notice of Court Sessions:

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

Indemnification:

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

Time is of the Essence of this Agreement.**Compliance with the Law:**

The Contractor shall comply with all federal, state and local laws, statutes, regulations, and ordinances arising out of or in connection with the performance of its services pursuant to this Agreement.

Independent Contractor:

Contractor is an independent contractor and is not an agent, joint venture or other affiliate of the Court or its Governing Authority in any way. Contractor shall use its own employees and agents to perform this Contract. It is agreed that Contractor is solely responsible for payment of all federal, state, and local income taxes, self-employed Social Security taxes, and any other similar obligations arising from the performance of this Agreement or receipt of compensation thereof. The Contractor agrees to indemnify and hold harmless the Court and its Governing Authority from and against any and all federal, state, or local tax liability or penalties that may arise from the payments made to the Contractor pursuant to this Agreement. The Contractor acknowledges that neither it nor its employees are eligible for any benefits provided by the Court or its Governing Authority to their respective employees.

Entire Agreement:

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

Binding Agreement:

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

Notice:

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

Contractor:

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

Court:

The Municipal Court of the City of Folkston
541 First Street
Folkston, Georgia 31537
(912) 496-2354

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

THE 21ST **DAY OF** October, 2020

PROBATION SERVICES CONTRACTOR:

Catherine C. Byrd

Name: Catherine C. Byrd

Title: President, Satilla Probation Management Corporation

MUNICIPAL COURT OF THE CITY OF FOLKSTON:

John B. Adams

John B. Adams

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

Pursuant to O.C.G.A. §42-8-101, this Agreement is entered into and approved by the Court's Governing Authority on the 14th day of December, 2020.

Lee Gowen

By

Lee Gowen, Mayor
Name and Title

Darlene Williamson

Attest:

Darlene Williamson
Name and Title City Clerk

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

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

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

Community Supervision (\$50.00 per month):

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

Pretrial Diversion (\$50.00 per month):

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

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

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

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

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

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

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

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

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

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

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

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

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

Contempt Fee:

The Court may require a Contempt of Court fee in the amount of \$ _____. This fee, when collected from the offender, is forwarded to the Court by the 10th day of the month following collection.

The City of Folkston and Charlton County

Development Authority

www.folkston.com

November 16, 2021

Folkston City Council
City Manager Pender Lloyd
541 1st Street
Folkston, GA 31537

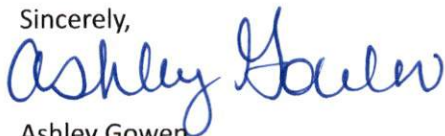
Councilmen and Mr. Lloyd,

The City of Folkston appointment to The City of Folkston and Charlton County Development Authority will expire 12/31/2021. The Development Authority respectfully requested the reappointment of Nancy Zetmeir, to the Board of Directors. Nancy has served the city well and is a valuable member of the Development Authority board. Nancy has expressed a desire to continue as your representative to the board.

Nancy has served as a valuable officer of the board since 2016. Her knowledge of the development authority and businesses is invaluable. Having a member who is a lifelong resident of Charlton County and a business owner brings sound knowledge to our board.

Thank you for considering the re-appointment of Nancy Zetmeir to the City of Folkston and Charlton County Development Authority.

Sincerely,



Ashley Gowen
Executive Director

(912) 390-9573
ashley.gowen@folkston.com

3781 Main Street STE D
PO Box 82
Folkston, GA 31537



CITY OF FOLKSTON – REQUEST FOR VARIANCE

Date of Request November 11th, 2021
Name 6017 N 2nd St, LLC
Address 6017 Second St N. Folkston, GA 31537
Telephone Number (817) 716-8589
Map/Parcel F002 003 Land Size 3.3 Acres
Location 6017 Second St N. Folkston, GA 31537

Statement of Request

Respectfully request to build 2 buildings that will add 30 more studio apartments.

All setback requirements will be observed.

Buildings are to be built towards the rear of the property.

Please see attachments for details.

Review and Recommendation/Building Official

*This request does not meet requirement of the
land development code. Residential areas are not
permitted in Commercial General (CG) district. I
recommend the variance be denied.*

*Leonard H. Hoot, City Manager
12-17-2021*

Decision and Comments by City Council

Granted ☐ Denied ☒ Date 12/20/2021
Official Signature 