



Hart County Board of November 25, 2025
6:00 p.m.
Emergency Services and Administration Building

1. PRAYER
2. PLEDGE OF ALLEGIANCE
3. CALL TO ORDER
4. WELCOME
5. APPROVE AGENDA
6. APPROVE MINUTES OF PREVIOUS MEETING(S)
11/11/2025 Regular Meeting
7. REMARKS BY INVITED GUESTS, COMMITTEES, AUTHORITIES
8. REPORTS BY CONSTITUTIONAL OFFICERS & DEPARTMENT HEADS
9. COUNTY ADMINISTRATOR'S REPORT
Transfer Station Repair over Thanksgiving Holiday closing
10. CHAIRMAN'S REPORT
11. COMMISSIONERS' REPORTS
12. OLD BUSINESS
 - a) Bid Opening for Fire Department Tanker
 - b) Bid Opening for Recreation Department Batting Cage Cover
 - c) Intersection of Reed Creek School; Rd and New Prospect Rd 3-way stop
 - d) New EMS Station Discussion
 - e) Road Study Discussion
- NEW BUSINESS
 - a) Board Appointment Recreation Advisory Board
 - b) FY 26 Juvenile Court Prosecutor Contract
13. PUBLIC COMMENT
14. EXECUTIVE SESSION – Litigation – Personnel - Real Estate
15. ADJOURNMENT



Hart County Board of Commissioners
November 11, 2025
6:00 p.m.
Emergency Services and Administration Building

1. PRAYER
2. PLEDGE OF ALLEGIANCE
3. CALL TO ORDER
4. WELCOME
5. APPROVE AGENDA
6. APPROVE MINUTES OF PREVIOUS MEETING(S)
10/28/2025 Regular Minutes
11/05/2025 Called Meeting Minutes
7. REMARKS BY INVITED GUESTS, COMMITTEES, AUTHORITIES
Jimmy Witherow, KCI Technologies, Inc
8. REPORTS BY CONSTITUTIONAL OFFICERS & DEPARTMENT HEADS
9. COUNTY ADMINISTRATOR'S REPORT
Transfer Station Repair Closure
10. CHAIRMAN'S REPORT
11. COMMISSIONERS' REPORTS
12. OLD BUSINESS
 - a) Bid Award for Construction Manager at Risk Transfer Station Building
 - b) Town of Bowersville Annexation of Parcel C16 034 (rec.10/6/25)
 - c) Chamber of Commerce Christmas Tree Lighting
 - d) Re-Approval of the Millage Rollback Rate
 - e) Re-Approval of the Sales Tax Rollback Rate
 - f) Re-Approval of the Total Millage (PT-35)
 - g) Approval for Chairman to sign Letter of Intent for 2026 Aerial Photography (budgeted)
13. NEW BUSINESS
 - a) Board Appointment Library Board
 - b) Veterans Day Proclamation
 - c) Annexation Moratorium Discussion
14. PUBLIC COMMENT
15. EXECUTIVE SESSION – Litigation – Personnel – Real Estate
16. ADJOURNMENT

HART COUNTY BOARD OF COMMISSIONERS
November 11, 2025
6:00 P.M.

Hart County Board of Commissioners met November 11, 2025 at the Hart County
Administrative and Emergency Services Center.

Chairman Marshall Sayer presided with Commissioners Michael Bennett, Frankie Teasley, Jeff Brown and Joey Dorsey present at the meeting.

1. PRAYER

Prayer was offered by Commissioner Bennett

2. PLEDGE OF ALLEGIANCE

Everyone stood in observance of the Pledge of Allegiance.

3. CALL TO ORDER

Chairman Sayer called the meeting to order.

4. WELCOME

Chairman Sayer welcomed those in attendance via in person, HTC and YouTube.

5. APPROVE AGENDA

Commissioner Dorsey moved to amend and approve the agenda to add item 12d) Re-approval of the Millage Rollback Rate, 12e) Re-approval of the Sales Tax Rollback Rate, 12f) Re-approval of the Total Millage (PT-35), and 12g) Approval for Chairman to sign Letter of Intent for 2026 Aerial Photography (budgeted). Commissioner Teasley provided a second. The motion carried 5-0.

6. APPROVE MINUTES OF PREVIOUS MEETING(S)

10/28/2025 Regular Meeting Minutes
11/05/2025 Called Meeting Minutes

Commissioner Bennett moved to amend and approve the 10/28/2025 Regular Meeting Minutes. Commissioner Teasley provided a second to the motion. The motion carried 5-0.

Commissioner Teasley moved to approve the 11/05/2025 Called Meeting Minutes. Commissioner Bennett provided a second to the motion. The motion carried 5-0.

7. REMARKS BY INVITED GUESTS, COMMITTEES, AUTHORITIES

Jimmy Witherow, KCI Technologies, Inc

Jimmy Witherow, KCI Technologies, Inc provided information on how the company works to provide Counties with data analysis on road conditions including longevity of roads and pavement conditions that may benefit from different pavement preservation techniques rather than repaving.

8. REPORTS BY CONSTITUTIONAL OFFICERS & DEPARTMENT HEADS

9. COUNTY ADMINISTRATOR'S REPORT

Transfer Station Repair Closure

County Administrator Terrell Partain announced that the Transfer Station would close at lunch on Thursday for maintenance and repairs and reopen the following Monday.

10. CHAIRMAN'S REPORT

Chairman Sayer thanked all Veterans for their service. He expressed his appreciation for their sacrifices along with the sacrifices of their family members.

11. COMMISSIONERS' REPORTS

Commissioner Bennett thanked all Veterans for their sacrifices; thanked all County employees; thanked the Road Department for the work they are doing with keeping the County roads bushhogged this year.

Commissioner Teasley echoed the sentiments of Chairman Sayer and Commissioner Bennett sharing his appreciation for our Veterans; thanked the Public Safety and all County employees.

Commissioner Brown thanked everyone that has served our country; thanked all employees involved in the elections office.

Commissioner Dorsey thanked all Veterans past, present and future for serving our Country; fire department hosted a fire training on refrigeration that was highly informative; he shared that all vehicles 2021 and newer have propane in the refrigerant.

12. OLD BUSINESS

a) Bid Award for Construction Manager at Risk Transfer Station Building

Commissioner Dorsey moved to approve the County Administrator's recommendation to award the Construction Manager at Risk Transfer Station Building bid to Charles Black Construction, Inc. Chairman Sayer provided a second. The motion carried 5-0.

b) Town of Bowersville Annexation of Parcel C16 034 (rec.10/6/25)

Commissioner Brown moved to authorize the County Administrator to notify DCA of the Boards objection of the Town of Bowersville Annexation of Parcel C16 043 (rec.10/6/25) based on density and strain on EMS services. Commissioner Bennett provided a second. The motion carried 5-0.

c) Chamber of Commerce Christmas Tree Lighting

Amanda Brown, President and CEO of the Chamber of Commerce, announced that the Christmas tree lighting will take place on the Courthouse Square on November 24, 2025, from 5pm to 8pm. She explained the hours had been extended so everyone would have a chance to visit Santa. Amanda expressed her gratitude to the BOC for providing a new tree last year. This year's Christmas tree lighting ceremony will honor Chuck Cawthon, with his family participating in the tree lighting.

d) Re-Approval of the Millage Rollback Rate

e) Re-Approval of the Sales Tax Rollback Rate

f) Re-Approval of the Total Millage (PT-35)

Commissioner Brown moved to re-approve the Millage Rollback Rates, the Sales Tax Rollback Rate and the Total Millage (PT-35). Commissioner Teasley provided a second. The motion carried 5-0.

g) Approval for Chairman to sign Letter of Intent for 2026 Aerial Photography (budgeted)

Commissioner Bennett moved to approve the Chairman to sign the Letter of Intent for the 2026 Aerial Photography. Commissioner Brown provided a second. The motion carried 5-0.

13. NEW BUSINESS

a) Board Appointment Library Board

Commissioner Teasley moved to appoint Chris Calloway to the unexpired term of Jean Neibart of the Library Board. Commissioner Brown provided a second. The motion carried 5-0.

b) Veteran's Day Proclamation

Chairman Sayer read the proclamation designating the week of November 11, 2025 as Veteran's Week.

Commissioner Teasley moved to adopt the Veteran's Day Proclamation. Commissioner Bennett provided a second. The motion carried 5-0.

c) Annexation Moratorium Discussion

Commissioner Dorsey moved to authorize County Administrator Terrell Partain to draft a letter to the Hartwell City Council to encourage them to put an Annexation Moratorium in place until the Board of Commissioners could meet with the City Council.

The motion died from lack of a second.

14. PUBLIC COMMENT

Bill Leard, representing his family, said property annexation decisions should be handled by the Hartwell City Council. He noted that annexing gives properties access to services like water and sewer and urged the Board of Commissioners to support Hartwell's growth.

15. EXECUTIVE SESSION – Litigation – Personnel - Real Estate

Commissioner Brown moved to exit the Regular Meeting and go into Executive Session – Litigation – Personnel - Real Estate. Commissioner Bennett provided a second. The motion carried 5-0.

Commissioner Brown moved to exit Executive Session – Litigation – Personnel - Real Estate and to reconvene the Regular Meeting. Commissioner Bennett provided a second. The motion carried 5-0.

16. ADJOURNMENT

Commissioner Bennett moved to adjourn the meeting. Commissioner Brown provided a second. The motion carried 5-0.

Marshall Sayer, Chairman

Lisa Evans, County Clerk



Terrell Partain,
County Administrator
November 21, 2025

RE: Item 12 A Bid Opening for Fire Department Tanker

We originally sent this bid packet out in September and received only one response. We ran it for an additional 30 days. We now have 2 bid to open.



Terrell Partain,
County Administrator
November 21, 2025

RE: Item 12 B Bid Opening for Recreation Department Batting Cage Cover

We have received 4 bids for the cover for the batting cages at the Elberton hwy. park



Terrell Partain,
County Administrator
November 21, 2025

RE: Item 12 C Intersection of Reed Creek School; Rd and New Prospect Rd 3-way stop

This intersection has been discussed several times over the past several years. There is a sight problem to the right for oncoming traffic when approaching the stop sign on New Prospect Road. If the Board wishes for a traffic study be preformed an Engineering firm will look at the following:

An engineering study will be conducted to determine if a multi-way stop is warranted.

Stop signs are legally intended to solve specific safety and operational problems, not to reduce speeds in general. The study will evaluate the intersection based on the following criteria from the MUTCD:

Crash history: A pattern of five or more correctable collisions over a 12-month period. Correctable collisions are typically those caused by right-angle or turning conflicts.

Traffic volumes: Significant and balanced traffic volumes approaching the intersection from all directions.

Operational issues: These include complex turning movements, pedestrian volumes, or restricted visibility that makes the intersection unsafe.

Alternatives: Engineers will first consider other options for traffic calming or control.



Terrell Partain,
County Administrator
November 21, 2025

RE: Item 12 D New EMS Station Discussion

There have been discussions about the need for more room for the EMS main station. This also includes more room for the 911 operations that would be created if and when a new EMS headquarters comes into reality. Attached is a letter from the EMS Director outlining some of the needs for a new station.



HART COUNTY
EMERGENCY
MEDICAL SERVICE



MIKE ADAMS
Director

November 21, 2025

To the Board of Commissioners,

I am writing to request the construction of a new EMS facility for our Main Station. We currently face many challenges that necessitate a new space.

Firstly, due to noise levels generated by daily operations in 911 Dispatch thus making it difficult for the medics to have down time in between calls. The increased volume of calls and the current staff shortages have reduced their available downtime which is needed for safety and mental health reasons. When they do have a few minutes of down time, they should be able to enjoy peace and quiet.

Secondly, the Day Room is insufficiently spacious. When multiple employees are working on reports simultaneously, it is difficult to find a quiet area to focus on their work.

Thirdly, the Day Room experiences excessive traffic from various departments. Conversations and reports are disrupted by individuals entering and exiting the room, which also constitutes a HIPAA violation.

Fourthly, with the growth and aging population, the 12-hour shift truck will eventually need to transition to a 24-hour shift. However, we currently lack bunk rooms to accommodate these employees.

Fifthly, we are in desperate need of additional bay space to keep all med units, Side-by-side, Supervisor Truck, and equipment inside away from the inclement weather, also for security reasons.

A new station would provide significant benefits to our EMS employees. It would offer them greater privacy and reduce interruptions, which are crucial for their well-being, especially given their 24-hour shifts. This facility should serve as their home away from home. If you agree to move forward with my request, please keep in mind that we need to build this new facility with the future growth of this community and build accordingly.

I appreciate your time and attention to this matter.

Sincerely,

Mike Adams
Hart County EMS Director



Terrell Partain,
County Administrator
November 21, 2025

RE: Item 12 E Road Study Discussion

This was asked to be back on the agenda following the last meeting to get direction on whether and or how we proceed in the process.



Terrell Partain,
County Administrator
November 21, 2025

RE: Item 13 A Board Appointment Recreation Advisory Board

Attached are the minutes from the last Recreation Advisory Board meeting where they recommended that the following members be re-appointed to the Board for another term.

They are:

Mr. Bob Frye
Mr. Lonnie Robinson
Mrs. Kay Ankerich
Mr. Casy Powell

**Hart County Recreation Department
Recreation Advisory Board Minutes
November 18, 2025**

Call to Order: The meeting was called to order by Chairman, Bob Frye

Present: Steve Wehunt, Casey Powell, Mason Bowers, Kay Ankerich

Staff Present: Jim Owens, Recreation Director

Visitor: None

Approval of the Agenda: Motion was made by Mr. Wehunt to approve the amended agenda. Mr. Bowers gave a second. Mrs. Ankerich wanted clarity of the County Dog Leash Policy. Vote: 5-0

Approval of minutes: Mr. Powell made a motion to approve both sets of minutes. Mrs. Ankerich gave a second. Vote: 5-0

Invited Guest: None.

Chairman's Report: Mr. Frye recommended we forgo the December meeting. A motion was given by Mr. Bowers and a second was given by Mrs. Ankerich to not have a December meeting. Vote: 5-0

Board Member Reports: Mr. Bowers said Little League is paying for replacement of the awnings over the serving windows at the SRC BB building. Keith Cordell will be doing this for them. The Recreation Department will be facilitating the safety wall around the cooking area. March 14 is Opening Day of Little League. Little League will be placing a monument for the softball team from last season. Mr. Powell asked about dragging the Clay Street Park fields on the weekends where a travel ball tournament is scheduled for the SRC BB fields. Director Owens agreed to make that happen.

Director's Report: Director Owens informed the Board about continuing field operations. Director Owens gave an update on the youth basketball program team drafts.

Old Business: A motion was made by Mr. Powell and a second was given by Mr. Wehunt to move forward with the safety wall around the cooking area at the SRC BB building. Vote: 5-0.

New Business: A motion was made to re-appoint Mr. Frye to the RAB by Mrs. Ankerich and a second by Mr. Wehunt. Vote: 4-0 with Mr. Frye abstaining. A motion was made to re-appoint Mr. Robinson to the RAB by Mrs. Ankerich and a second by Mr. Wehunt. Vote: 5-0. A motion was made to re-appoint Mrs. Ankerich to the RAB by Mr. Powell and a second by Mr. Bowers. Vote: 4-0 with Mr. Mrs. Ankerich abstaining. A motion was made to re-appoint Mr. Powell to the RAB by Mrs. Ankerich and a second by Mr. Bowers. Vote: 4-0 with Mr. Powell abstaining. Mr. Owens discussed installing Road and Parking lot lights on the road down to the Dog Park and in the Football field and Dog Park lots. This will be the next SPLOST Project after the Batting Cage Cover, Basketball Court Cover, and Fitness Equipment around the SRC Walking Trail. These lights will be for safety lighting in those areas. Mr. Owens brought up the SRC BB Field 3 light repair. Mr. Powell said HTC can help with locating the line break. Once the break is located we can proceed from there with determining how to fix it. Director Owens brought up the Where We Play Playground Sun Shade repair. Hurricane Helene destroyed 2 of the 3 sunshades and other storms destroyed the last one. Director Owens said this needs to be repaired by February 1, 2026.

Public Comment: None.

Adjournment: A motion to adjourn was made by Mr. Wehunt. A second was given by Mr. Mr. Powell.

Minutes by James A. Owens, CPRP
Recreation and Parks Director

Next scheduled meeting: October 21, 2025, at 6:00 pm at the Clay Street Park HYDRA meeting room. Meeting time may be changed due to circumstances. Notification will be given as soon as possible in the event of a change.



Terrell Partain,
County Administrator
November 21, 2025

RE: Item 13 B FY 26 Juvenile Court Prosecutor Contract

Attached are the two contract proposals we received for this position.

I attended a meeting in Danielsville with all five Counties in the Circuit Thursday where these proposals were evaluated by all of the County Representatives. All five counties agreed that the proposal from Dyal Jenkins, P.C., was the most appropriate and would serve each County the best. There will be one clarification made to the agreement concerning any substitution for attorneys from the firm other than the two listed would require approval from each County if there was any reason for that to take place.

**PROSECUTOR CONTRACT
FOR THE JUVENILE COURT OF
THE NORTHERN JUDICIAL DISTRICT OF GEORGIA**

THIS AGREEMENT is entered into between the governing authorities of Madison County, Elbert County, Hart County, Franklin County and Oglethorpe County, each a body politic and a subdivision of the State of Georgia (herein referred to as "County" or "Counties") and Clark E. Gulley (herein referred to as "Prosecutor").

WITNESSETH:

WHEREAS, the Counties have been notified by the District Attorney for the Northern Judicial District that his office cannot provide representation for the state in the juvenile courts of the five counties. O.C.G.A §15-18-6.1 (c); and

WHEREAS, the Counties are authorized to provide such service by appointing one or more attorneys to represent the state in prosecuting delinquency and child in need of services cases in Juvenile Court. O.C.G.A. §15-18-6.1 (d); and

WHEREAS, the Counties wish to retain the services of the Prosecutor on such terms and conditions as set forth herein, and the Prosecutor agrees to perform such services as agreed.

WHEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, and for the consideration of the compensation set forth herein, **IT IS AGREED AS FOLLOWS:**

1. Services to be Provided.

The Prosecutor will appear on dates regularly scheduled by the Juvenile Court (as DJJ days) and will represent the interests of the State of Georgia, unless excused by the Court or for other good cause. In addition, the Prosecutor will appear and represent the State of Georgia as necessary to comply with the statutory deadlines required by the Juvenile Court Code set forth in O.C.G.A. § 15-11-1 *et seq.* In addition to in-court appearances, the Prosecutor will:

- Draft and submit appropriate pleadings and motions for each such case brought by the Department of Juvenile Justice.
- Draft Orders as directed by the Juvenile Court.
- Coordinate requests for discovery filed by opposing counsel.
- Prepare and arrange service of subpoenas.
- Interview law enforcement, victims and witnesses in preparation for charging, and for preparation for trial.
- Make sentencing recommendations in coordination with the Department of Juvenile Justice.

- Review and submit status reports in coordination with the Department of Juvenile Justice to the Juvenile Court for compliance status hearings.
- Perform other such duties as directed by the Juvenile Court in connection with delinquency and child in need of services cases.

The Prosecutor is not required or authorized to represent the state in the event of any appeal in cases where he represents the state at the trial level.

2. Term of Agreement.

If approved and ratified by each County listed above, this Agreement shall become effective on January 1, 2026, and shall continue thereafter until terminated in writing. It is understood and agreed by each party hereto that this Agreement encompasses the five counties of the Northern Judicial Circuit. In the event of termination by any one County, the Agreement will terminate as to all Counties unless otherwise agreed in a separate writing. The Counties may terminate this Agreement for cause at any time. Any party may terminate this Agreement with 90 days' notice to all other parties.

3. Payment.

Each of the Counties shall pay Prosecutor the sum of \$1,000.00 per month to be billed quarterly. Such base rate shall include attendance at the Juvenile Court's regularly scheduled weekly DJJ calendars.

In addition to the base rate, when an appearance outside of the Juvenile Court's regular weekly schedule is necessary to satisfy a statutory deadline or if scheduled by the Juvenile Court, the County where such case is filed shall pay the sum of \$400.00 per case per appearance. Such additional appearances shall be billed quarterly.

4. Reimbursement of Expenses.

The Counties shall pay mileage at the standard federal travel rate for 2026 for all travel to and from Court as well as other travel required to perform the services listed above. Additionally, the Counties will reimburse the necessary expenses to perform the services listed above, including but not limited to filing fees, witness fees, postage and delivery expenses, copying expenses, etc.

The Counties will be responsible for one fifth of all travel and case expenses, which will be billed quarterly.

Any dispute regarding claimed expenses shall be made within 30 days of submission of an invoice.

5. Prosecutor is an Independent Contractor, not an Employee.

The Prosecutor shall be an independent contractor and not an employee of any County and shall be treated as an independent contractor for all purposes.

Neither federal, nor state, nor local income tax, nor payroll tax of any kind shall be withheld or paid by the Counties on behalf of Prosecutor.

The Prosecutor shall provide an executed IRS Form W-9 to each County.

Because the Prosecutor is engaged in Prosecutor's own independent business, Prosecutor is not eligible for, and shall not participate in, any employer pension, health, or other fringe benefit plan of the Counties.

The Prosecutor understands that Prosecutor is responsible for paying, according to law, Prosecutor's income taxes.

Each County shall provide Prosecutor with an IRS form 1099 each year. Prosecutor further understands that Prosecutor may be liable for self-employment taxes to be paid by Prosecutor according to law.

6. Counties Not Responsible for Workers' Compensation.

No workers' compensation insurance shall be obtained by Counties concerning Prosecutor or the employees of Prosecutor. Prosecutor shall comply with the workers' compensation law concerning Prosecutor and employees of Prosecutor.

7. Termination Without Cause.

Without cause, any party may terminate this Agreement after giving 90 days written notice to the others of intent to terminate without cause. The parties shall deal with each other in good faith during the 90-day period after any notice of intent to terminate without cause has been given.

8. Termination with Cause.

Any party may terminate this Agreement effective immediately upon giving written notice of termination along with the basis for reasonable cause to terminate. Reasonable cause shall include revocation or suspension of Prosecutor's license for the practice of law in the State of Georgia, and any other material violation of this Agreement, and non-payment or refusal to pay invoices in a timely manner.

9. Notices.

Notices of termination of this Agreement shall be deemed delivered if mailed by regular first class mail to the Counties in care of the Board of Commissioners of each county, and if mailed by regular first class mail to Clark E. Gulley, PO Box 699, Colbert, GA 30628. Invoices and other routine communications sent via electronic mail, will be sufficient to establish proof of delivery. Prosecutor's email address is: <cegulley@gmail.com>

10. Insurance.

Prosecutor acknowledges that the Counties provides no insurance coverage or indemnity from any claims that are or could be made against Prosecutor by any person arising out of this Contract or Prosecutor's performance or non-performance of his duties hereunder.

11. Non-Waiver.

The failure of either party to exercise any of their rights under this Agreement or breach thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

12. No Authority to Bind County.

The Prosecutor has no authority to enter into contracts or agreements on behalf of the Counties. This Agreement does not create a partnership, joint venture or employment arrangement between parties.

13. Assignability.

This Agreement may not be assigned by Prosecutor without the written consent of the Counties. In the event the Prosecutor is not able to attend Court when scheduled or requested by the Juvenile Court, the Prosecutor may, with the Court's consent, arrange for another licensed attorney to stand in on his behalf.

14. Choice of Law.

Any dispute under this Agreement or related to this Agreement shall be decided in accordance with the laws of the State of Georgia.

15. Entire Agreement.

This is the entire agreement of the parties and cannot be changed or modified orally.

16. Amendments.

This Agreement may be supplemented, amended or revised only in writing by agreement of the parties.

NOW THEREFORE, upon the execution of this Agreement, the Counties, each individually, appoints the Prosecutor to represent the State of Georgia in cases in the Juvenile Court of the Northern Judicial Circuit, and the Prosecutor, by his signature, accepts such appointment as authorized by O.C.G.A. § 15-18-6.1 (d). The Prosecutor shall have all the powers, duties, and authority of the district attorney with regard to delinquency and child in need of services cases and shall be subject to all laws and rules governing the conduct of prosecuting attorneys in this state. If the Prosecutor is disqualified from interest or relationship to engage in prosecution, the provisions of O.C.G.A. §15-18-5 shall apply.

Pursuant to O.C.G.A. § 15-18-6.1 (d) this appointment shall be as a part-time prosecutor. The parties acknowledge and consent that the Prosecutor may engage in the private practice of law, but shall not represent a child charged with committing a delinquent act or being a child in need of services in the juvenile court of any of the Counties listed herein nor may he appear in any matter in which he or she has exercised jurisdiction.

PROSECUTOR

_____/_____
Clark E. Gulley, Esq.

(signatures on following page)

On Behalf of Madison County:

_____/____/____

Printed Name and Title

On Behalf of Elbert County:

_____/____/____

Printed Name and Title

On Behalf of Hart County:

_____/____/____

Printed Name and Title

On Behalf of Franklin County:

_____/____/____

Printed Name and Title

On Behalf of Oglethorpe County:

_____/____/____

Printed Name and Title

SERVICES AGREEMENT

THIS AGREEMENT is by and between _____ COUNTY, an entity of the State of Georgia, acting by and through its governing authority, and **DYAL JENKINS, P.C.**, ("Contractor"), collectively referred to as the "Parties".

WITNESSETH THAT:

WHEREAS, the County desires to retain a Contractor to provide certain services generally described as juvenile court prosecution for delinquency and CHINS cases (the "Work"); and

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

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

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

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

NOW, THEREFORE, the Parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES AND TERMINATION DATE

A. Project Description

The Project is described as "Risk Reduction Team Coordinator and Prosecutor of Juvenile Court for the County."

B. The Work

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

- Coordinate Risk Reduction Teams ("RRT") in accordance with Standing Order on RRT
- Attend meetings as required
- Manage referrals from all sources to RRT
- Coordinate services delivery and integration between members of the RRT
- Chief responsibility for Juvenile Prosecution in the county
- Review Children in Need of Services ("CHINS") and Delinquency Complaints
- Draft CHINS and Delinquency Petitions as required
- Coordinate with Department of Juvenile Justice ("DJJ") to ensure cases are timely heard/prosecuted
- Represent the interests of the county and state at all adjudication/disposition/motion/review/restitution/competency or any other hearings on CHINS/Delinquency Petitions

Contractor shall have no authority to enter into any contracts binding upon the County or to create any

obligations on the part of the County, except as shall be specifically authorized by the County. The Contractor, by law, is not allowed to conduct appeals for the County from juvenile court cases, and the District Attorney's Office, by law, handles said appeals cases.

C. Schedule, Completion Date, and Term of Agreement

Contractor warrants and represents that it will perform its services in a prompt and timely manner, which shall not impose delays on the progress of the Work. This Agreement shall commence upon execution of the Agreement by both parties. Contractor shall perform required services as called for but not extending beyond December 31, 2026. In the event of termination of this Agreement by the Contractor or by the County, the Contractor shall be entitled to receive payment only for work actually performed prior to termination.

II. WORK CHANGES

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

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

III. COMPENSATION AND METHOD OF PAYMENT

A. The County agrees to pay Contractor a total of \$12,500.00 for CY2026 with payment to be made in equal monthly installments. Any material deviations from the Work described in this Agreement shall be clearly communicated to the County *before charges are incurred* and shall be handled through change orders as described in Section II above.

B. The County shall pay the Contractor within ten (10) working days after the end of the month of service. Contractor agrees to accept electronic payment through the Automated Clearing House Network (ACH); arrangements for electronic processing are to be made through the County within ten working days from the date of final execution of this Agreement. Payments will not be hand delivered.

IV. COVENANTS OF CONTRACTOR

A. Expertise of Contractor

Contractor accepts the relationship of trust and confidence established between it and the County, recognizing that the County's intention and purpose in entering into this Agreement is to engage an entity with the requisite capacity, experience, and skill and judgment to provide the services in pursuit of the timely and competent completion of the Work undertaken by Contractor under this Agreement.

B. County's Reliance on the Work

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

C. Contractor's Representative

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

D. Assignment of Agreement

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

E. Responsibility of Contractor and Indemnification of the County

The Contractor covenants and agrees to take and assume all responsibility for the services rendered in connection with this Agreement. The Contractor shall bear all losses and damages directly or indirectly resulting to it on account of the performance or character of the services rendered pursuant to this Agreement. Contractor shall defend, indemnify and hold harmless the County, its officers, boards, commissions, elected officials, employees and agents from and against any and all claims, suits, actions, liability, judgments, damages, losses, and expenses, including but not limited to, attorney's fees, which may be the result of willful, negligent or tortious conduct arising out of the Work, performance of contracted services, or operations by the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor or anyone for whose acts the Contractor or subcontractor may be liable, regardless of whether or not the negligent act is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision. In any and all claims against the County or any of its agents or employees, by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor or anyone for whose acts the Contractor or subcontractor may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. This obligation to indemnify and defend the County, its members, officers, agents, employees and volunteers shall survive termination of this Agreement.

F. Independent Contractor

Contractor hereby covenants and declares that it is engaged in an independent business and agrees to perform the services as an independent contractor and not as the agent or employee of the County. The Contractor agrees to be solely responsible for its own matters relating to the time and place the services are performed; the instrumentalities, tools, supplies and/or materials necessary to complete the services; hiring of Contractors, agents or employees to complete the services; and the payment of employees, including compliance with Social Security, withholding and all other regulations governing such matters. The Contractor agrees to be solely responsible for its own acts and those of its subordinates, employees, and subcontractors during the life of this Agreement. Any provisions of this Agreement that may appear to give the County the right to direct Contractor as to the details of the services to be performed by Contractor or to exercise a measure of control over such services will be deemed to mean that Contractor shall follow the directions of the County with regard to the results of such services only.

G. Insurance

(1) Requirements:

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

requirements for any automobile that Contractor uses in relation to the Work.

H. Conflicts of Interest

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

I. Confidentiality

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

J. Licenses, Certifications and Permits

The Contractor covenants and declares that it has obtained and shall maintain all diplomas, certificates, licenses, permits or the like required of the Contractor by any and all national, state, regional, county, local boards, agencies, commissions, committees or other regulatory bodies in order to perform the services contracted for under this Agreement. All work performed by Contractor under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily expected of competent professionals. The contractor further covenants to notify the County in writing within two (2) business days of any cancellation of any certificates, licenses, permits or the like required of the Contractor, as referenced above.

K. Authority to Contract

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

V. COVENANTS OF THE COUNTY

A. Right of Entry

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

VI. TERMINATION

- A. The County shall have the right to terminate this Agreement for any reason whatsoever by providing written notice thereof at least thirty (30) calendar days in advance of the termination date. The Contractor shall have the same right to terminate this Agreement, including but not limited to the County's failure to pay the Contractor after thirty (30) days of payment beyond due.
- B. Upon termination, County shall provide for payment to the Contractor for services rendered and expenses incurred prior to the termination date.
- C. Upon termination, the Contractor shall: (1) promptly discontinue all services affected, unless the notice directs otherwise.

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

VII. NO PERSONAL LIABILITY

No member, official or employee of the County shall be personally liable to the Contractor or any successor in interest in the event of any default or breach by the County or for any amount which may become due to the Contractor or successor or on any obligation under the terms of this Agreement. Likewise, Contractor's performance of services under this Agreement shall not subject Contractor's individual employees, officers or directors to any personal liability. The Parties agree that their sole and exclusive remedy, claim, demand or suit shall be directed and/or asserted only against Contractor or the County, respectively, and not against any employee, officer, director, or elected or appointed official.

VIII. ENTIRE AGREEMENT

This Agreement constitutes the complete agreement between the Parties and supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. No other agreement, statement or promise relating to the subject matter of this Agreement not contained in this Agreement shall be valid or binding. This Agreement may be modified or amended only by a written document signed by representatives of both Parties with appropriate authorization.

IX. SUCCESSORS AND ASSIGNS

Subject to the provision of this Agreement regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the respective Parties.

X. APPLICABLE LAW

If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes and laws of the State of Georgia will control.

XI. CAPTIONS AND SEVERABILITY

The caption or head note on articles or sections of this Agreement are intended for convenience and reference purposes only and in no way define, limit or describe the scope or intent thereof, or of this Agreement nor in any way affect this Agreement. Should any article(s) or section(s), or any part thereof, later be deemed unenforceable by a court of competent jurisdiction, the offending portion of the Agreement should be severed, and the remainder of this Agreement shall remain in full force and effect to the extent possible.

XII. NOTICES

A. Official Notices

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

NOTICE TO THE COUNTY shall be sent to:

NOTICE TO THE CONTRACTOR shall be sent to:

Dyal Jenkins, P.C.
115 Heard St
Elberton, GA 30635

XIII. WAIVER OF AGREEMENT

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

XIV. SOVEREIGN IMMUNITY

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

XV. FORCE MAJEURE

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

IN WITNESS WHEREOF the County and the Contractor have executed this Agreement effective upon the execution of this Agreement by both of the parties, i.e. the latter signature date, if the document is executed on different dates.

CONTRACTOR:

DYAL JENKINS, P.C
BY: Cody Whetsel

SIGNED, SEALED AND DELIVERED
In the presence of:

Witness

Notary Public

[NOTARY SEAL]

My Commission Expires: _____

(Signatures continue on next page)

COUNTY of _____

Title: _____

SIGNED, SEALED AND DELIVERED
In the presence of:

Witness

Notary Public

[NOTARY SEAL]

My Commission Expires: _____