

Minutes
Historic Courthouse, Board Chambers, 3rd Floor
225 North Board Street
March 11, 2014

The Thomas County Board of Commissioners met on the above date in a regular scheduled meeting at 9:00 a.m. at the Historic Courthouse, Commission Chambers, with the following board members present:

Moses Gross, Chairman, Dist. 2	Kenneth E. Hickey, Vice-Chairman, Dist. 3
Merrill E. Baker, Jr., Dist. 1	Mark NeSmith, Dist. 4
Hershel P. Ansley, Dist. 5	Wiley E. Grady, Dist. 6 (Absent)
Phillip V. Brown, Dist. 7	J. Elaine Mays, Dist. 8

Staff present was Michael J. Stephenson and Twink Monahan, County Clerk. Media present was Patti Dozer, Times Enterprise and Chris Hurst, WPAX Radio.

Chairman Gross called the meeting to order.

Chairman Gross called upon Commissioner NeSmith to give the invocation and lead the Pledge of Allegiance to the Flag.

Chairman Gross recognized Commissioner NeSmith who made a motion to approve the minutes of the February 25, 2014 board meeting and the February 26, 2014 Planning Session. The motion was seconded by Commissioner Mays. The motion carried unanimously; Chairman Gross, Vice-Chairman Hickey and Commissioners Baker, NeSmith, Ansley, Brown and Mays voting aye.

Chairman Gross recognized Steve O'Neal of the Southwest Georgia Regional Commission. Mr. O'Neal distributed materials outlining the services offered by the Regional Commission.

Chairman Gross recognized Warden Geer. Mr. Geer explained that he had been working with Mike Atkinson, Thomasville Public Works, concerning a new detail needed for their cemeteries and general maintenance. He further explained that additional staff would be needed to provide the service, however the City of Thomasville would provide all equipment and vehicles. The board asked questions concerning the cemetery maintenance. The board reviewed budget amendment of \$50,000 needed for the approval of the contract. (The board requested Mr. Atkinson come to the meeting. The motion was made and the vote on the contract and the amendment was delayed until the arrival of Mr. Atkinson) Mr. Atkinson explained to the board that the cemeteries are maintained on a rotating basis.

Chairman Gross recognized Commissioner NeSmith who made a motion to approve the contract for providing an additional inmate detail to the City of Thomasville, Public Works Department and to approve 2014 Budget Amendment 14-3-1 to provide the funding. The motion was seconded by Commissioner Brown. Motion carried unanimously; Chairman Gross, Vice-Chairman Hickey and Commissioners Baker, Ansley, NeSmith, Brown and Mays voting aye.

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter the "Agreement") is entered into the 11th day of March, by and between the Thomas County Board of Commissioners ("Board"), acting by and through Thomas County Prison, and the City of Thomasville, Georgia, a municipal corporation (the "City"); both hereinafter referred to as "the Parties."

WITNESSETH:

WHEREAS, the Board desires to obtain appropriate work for inmates incarcerated at the Thomas County Prison (the Facility); and

WHEREAS, the City desires to obtain the services of inmate work crews on projects conducted by the City's Public Works Department in Thomasville, Thomas County, Georgia;

NOW, THEREFORE, in consideration of these premises and the mutual promises and covenants hereinafter set forth herein, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. Scope of Services. The Board agrees to provide the City with two inmate work details, each such work detail to have no fewer than six (6) inmates, with a maximum of eight (8) inmates, as well as one full-time correctional officer, for labor with respect to the list of work duties attached as Exhibit "A" or as communicated to the Board from time to time in the manner provided herein (the Work). The Board shall have the exclusive right and responsibility, through the correctional officer supervising each inmate work detail, to direct and supervise inmates with respect to the Work to be performed hereunder, provided further that the City shall at all times have the right and responsibility to advise the correctional officer concerning Work to be performed by inmates. The City acknowledges and agrees that the Work shall not include inmate labor benefiting private persons or corporations.

2. Workplace Safety. The City agrees to provide a safe workplace for inmate work details in accordance with the generally accepted standards regarding workplace safety. The City shall be responsible for the coordination between inmate work details and city employees in the workplaces covered by the City Public Works Department. The Board shall be responsible for custody, control and discipline of inmates at all times, including security, meals, and medical care. In the event any inmate is injured while performing Work pursuant to this Intergovernmental Agreement, the City shall be responsible for the first one thousand (\$1,000.00) dollars in medical costs and expenses for such injury, except that the Board shall be responsible for the care and treatment of any minor injury to any such inmate of the kind and nature that can be treated by the nurse on staff at the Thomas County Prison. Each party agrees to comply with applicable laws, rules, and regulations of the federal and state governments in the performance of the Work. In addition, the Board, through its correctional officer in charge of any inmate work crew pursuant to this Agreement, shall take all necessary precautions to keep inmates separate and apart from any patrons and other members of the public who might be present on any City properties or premises.

3. Vehicles, Equipment and Supplies. The City agrees to supply suitable vehicles for the transport of inmate work details to and from the location or locations of the Work and to supply all necessary tools, equipment and supplies for the performance of the Work, including all safety gear and any necessary protective clothing. Furthermore, the City agrees to provide a handheld radio for the use of the assigned Correctional Officer to maintain contact with City employees as well as the Thomas County Prison. It shall be the responsibility of the City to procure and maintain a policy or policies of insurance protecting its interests in vehicles and equipment provided for use by inmate work details. The City further agrees to assume full responsibility for the condition, maintenance, damage or loss of any tools, equipment or supplies provided hereunder.

4. Compensation. The City agrees to pay the Board the sum of \$ 210 Dollars per day per Detail for each day that an inmate work Detail is supplied by the Board to the City pursuant to this Agreement. Additionally, a 4% increase for the second year of this agreement and an additional 4% increase for the third year of this agreement will be included. Thus, beginning January 1, 2015, the City agrees to pay the Board the sum of \$218 Dollars per day per Detail for each day that an inmate work detail is supplied by the Board to the City. Beginning January 1, 2016, the City agrees to pay the Board the sum of \$226 Dollars per day per Detail for each day that an inmate work detail is supplied by the Board to the City. The City acknowledges that the foregoing sum is commensurate with labor supplied, salary, benefits and overtime for correctional officers assigned to inmate work details as well as for days in which inmate work details will not be supplied, including all county holidays, training days for correctional officers, or facility emergencies, such as inmate disturbances and medical quarantine. [For days that the detail is willing but unable to work due to inclement weather the City agrees to pay the reduced rate of \$ 95 Dollars per day per Detail.

5. Term of Agreement. This Agreement shall be effective from the date hereof and shall continue in force and effect until December 31, 2016. The parties may, by mutual agreement in writing, extend the term of this Agreement, provided that either party may terminate this Agreement for convenience, by providing 60 days notice to the other party in writing.

6. Notices. Any notice under this Agreement shall be deemed duly given if delivered by hand (against receipt) or if sent by registered or certified mail -- return receipt requested, to a party hereto at the address set forth below or to such other address as the parties may designate by notice from time to time in accordance with this Agreement.

If to the City: City of Thomasville
Steve Sykes, City Manager/General Superintendent
P.O. Box 1540
Thomasville, Georgia 31799

If to the Board: Thomas County Prison
Warden
324 County Farm Road
Thomasville, Georgia 31757

7. No Agency Created. It is understood and agreed that no agency, employment, partnership or joint venture is hereby created by the Parties; that no representations may be made by either party to any third parties which would suggest or which would create a relationship of agency, employment or partnership between the Parties and that neither party has any authority to act on behalf of the other and create a legally binding obligation to a third party. The only relationship between the Parties shall be that of independent parties, and neither party shall be responsible for the act or omission of the other or any employee or inmate of the other. Neither party shall exercise, nor have the right to exercise, control over the time, method, manner or means of the operations of the other, and the only obligations one party has to the other is as set forth in this Agreement.

8. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the Parties and replaces, cancels and supersedes any prior agreements and understandings relating to the subject matter hereof; and all prior representations, agreements, understandings and undertakings between the Parties with respect to the subject matter hereof are merged herein.

9. Amendments. The Parties recognize and agree that it may be necessary or convenient for the Parties to amend this Agreement so as to provide for the orderly implementation of all of the undertakings described herein, and the Parties agree to cooperate fully in connection with such amendments if and as necessary. However, no change, modification or amendment to this Agreement shall be effective unless the same is reduced to writing and signed by authorized representatives of the Parties.

10. Governing Law. This Agreement is executed in the State of Georgia, and all matters pertaining to the validity, construction, interpretation and effect of this Agreement shall be governed by the laws of the State of Georgia.

11. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one agreement. No party shall be bound by this Agreement until executed by authorized representatives of the Parties.

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

Thomas County Board of Commissioners

City of Thomasville, Georgia

By: _____
Chairman

By: _____
City Manager

Witness: _____

Witness: _____

**2014 BUDGET AMENDMENT 14-3-1
GENERAL FUND (100)
March 11, 2014**

Account	Description	Original 2014 Budget	Amended Budget Budget	Difference
Revenues				
100-34-9915	City of Thomasville Reimb.	295,595	345,595	50,000
	Total			50,000
Net Increase to Revenues				\$50,000
Expenses				
100-3400-511100	Salaries	941,344	966,394	25,050
100-3400-512100	Group Insurance	290,000	300,000	10,000
100-3400-512200	Social Security	72,013	73,933	1,920
100-3400-512700	Workers Compensation	35,050	36,550	1,500
100-3400-512600	Unemployment	2,800	2,900	100
100-9010-612005	Rainy Day Account	638,068	649,498	11,430
	Total			50,000
Net Increase to Expenses				\$50,000

Chairman Gross recognized Commissioner Mays who made a motion to appoint Shelley Zorn to the Southwest Georgia Joint Development Authority for a 3-year term expiring 12/31/16. The motion was seconded by Commissioner Brown. Motion carried unanimously; Chairman Gross, Vice-Chairman Hickey and Commissioners Baker, Ansley, NeSmith, Brown and Mays voting aye.

Chairman Gross recognize Commissioner Brown who made a motion to reappoint Dr. Bonnie Seery to the Region Four Mental Health, Developmental Disabilities and Addictive Diseases Planning Board with the term expiring 7/13/2016. The motion was seconded by Commissioner Mays. Motion carried unanimously; Chairman Gross, Vice-Chairman Hickey and Commissioners Baker, Ansley, NeSmith, Brown and Mays voting aye.

Chairman Gross recognized Commissioner NeSmith who made a motion to ratify the March 7, 2014 purchase from Petroleum Products for gas at \$2.8150 per gallon and from Plantation Petroleum for diesel at \$3.0725 per gallon. The motion was seconded by Vice-Chairman Hickey. Motion carried unanimously; Chairman Gross, Vice-Chairman Hickey and Commissioners Baker, Ansley, NeSmith, Brown and Mays voting aye.

Chairman Gross recognized Mrs. Helen Huddleston of Thomasville. Mrs. Huddleston explained that they own a house on property just outside of Boston on Old Hwy 84 and next to Mr. Colvin's junk yard. She asked the county if there is anything they can do concerning the appearance, the rodent and mosquito problems stemming from the junk yard. Chairman Gross asked Johnny Reichert to address the questions asked by Mrs. Huddleston. He gave some history of the zoning regulations and state that the items he has on the county right of way will have to be moved and any items on the property bordering the east side will also have to be moved. Mr. Reichert assured her that he is working on the issues and will keep in touch with her.

Chairman Gross recognized Richard Reynolds of the Boston City Council. Mr. Reynolds said that he was glad the county will do whatever can be done to clean up one of the city's main entrances.

Chairman Gross recognized Roger Walker of Hwy 319 North. Mr. Walker stated that he attends the meetings because he is here for the people and efficiency in government.

Mr. Stephenson asked the board to schedule a work session for Tuesday, March 18 in the Annex Conference Room to discuss County Code Information and Land Use.

Mr. Warren told the board that he has met with CCH, the contractor for the expansion of the Jail/Justice Center and will have the contract finalized next week. He also told the board that he will be unavailable for 3 weeks.

Chairman Gross recognized Commissioner NeSmith who made a motion to approve the Purchasing Committee's recommendation to purchase 2 pickup trucks for Public Works, 1 pickup truck for Building Inspection and 1 compact SUV for 911/Dispatch, from Stallings Motors, Thomasville, totaling \$86,794. The motion was seconded by Vice-Chairman Hickey. Motion carried unanimously; Chairman Gross, Vice-Chairman Hickey and Commissioners Baker, Ansley, NeSmith, Brown and Mays voting aye.

In the absence of Commissioner Grady, Mr. Stephenson presented the Public Property's recommendation to purchase up to \$14,500 of material to replace the roof on the Building Maintenance Office with the county crews performing all labor.

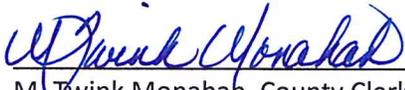
Chairman Gross recognized Commissioners Mays who made a motion to approve the Public Property's recommendation to purchase up to \$14,500 of materials to replace the roof on the Building Maintenance Office, perform the necessary wall repairs and fund from the Capital Improvements Fund. The motion was seconded by Vice-Chairman Hickey. Motion carried unanimously; Chairman Gross, Vice-Chairman Hickey and Commissioners Baker, Ansley, NeSmith, Brown and Mays voting aye.

Chairman Gross recognized Commissioner Mays who made a motion to adjourn. The motion was seconded by Commissioner Brown. Motion carried unanimously; Chairman Gross, Vice-Chairman Hickey and Commissioners Baker, Ansley, NeSmith, Brown and Mays voting aye.



Moses L. Gross, Chairman

ATTEST:



M. Twink Monahan, County Clerk