



229-734-3000

Baker County Board of Commissioners

167 Baker Place
P. O. Box 607
Newton, Georgia 39870
comanager@bakercountyga.com



Fax: 229-734-8822

Connie C. Hobbs, Chairman
Vann Irvin, Vice-Chairman

Tommy Rentz, Commissioner
Randy Johnson, County Manager

Chris Moore, Commissioner
Matt Bryan, Commissioner

Regular Monthly Meeting

July 5th, 2022

The Baker County Board of Commissioners met for their regular monthly meeting on July 5th, 2022, 7:30 p.m., at the Baker County Courthouse. Chair Hobbs, Vice Chair Irvin, Commissioner Rentz, Commissioner Bryan, and County Manager Randy Johnson were in attendance. Commissioner Moore was not in attendance.

Chair Hobbs called the meeting to order at 7:30 p.m. and opened the meeting in prayer.

Chair Hobbs asked the Commissioners to review the meeting agenda for approval with the additions of EMS mutual aid calls concern, L.O.S.T., executive session, and deletion of Beverly Berrien from the Tax Assessor's Office as a speaker. Vice Chair Irvin made a motion to accept the agenda with the changes. Commissioner Rentz seconded the motion. With all Commissioners in favor, the motion carried.

Chair Hobbs asked the Commissioners to review the minutes of the June 7th, 2022 public hearing and asked for a motion to approve if there are no changes. Commissioner Rentz made a motion to approve the minutes of the meeting as presented. Vice Chair Irvin seconded the motion. With all Commissioners in favor, the motion carried.

Chair Hobbs asked the Commissioners to review the minutes of the June 7th, 2022 regular monthly meeting and asked for a motion to approve if there are no changes. Vice Chair Irvin made a motion to approve the minutes of the meeting as presented. Commissioner Rentz seconded the motion. With all Commissioners in favor, the motion carried.



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Chair Hobbs advised the Commissioners that there were no speaker requests from the public.

Chair Hobbs presented the Commissioners with the annual Georgia Indigent Defense Services Agreement for review. Chair Hobbs called for a motion on the agreement. Commissioner Rentz made a motion to approve the agreement. Vice Chair Irvin seconded the motion. With all commissioners in favor, the motion carried.

Chair Hobbs presented the Commissioners with the Elections Services Management Agreement from Ms. Laura Beth Tucker. The agreement was for election services delivered for the June 2022 run off elections. Commissioner Rentz asked if these were services that the Elections Office needed. Chair Hobbs advised the Commissioners that Ms. Tucker has performed these services for many cities and counties for a long period of time. These services were needed to assist in certifying the run off election. Commissioner Bryan made a motion to accept the agreement as presented. Commissioner Rentz seconded the motion. With all Commissioners in favor, the motion carried.

Chair Hobbs presented for review, the ACCG Resolution which allows the ACCG & NACO annual dues to be paid together in one payment. No vote by the Commissioners was required.

Chair Hobbs then discussed with the Commissioners, concerns of the number of mutual aid calls that the Baker Ambulance was responding to in Mitchell and Calhoun Counties. Chair Hobbs reviewed an excel spreadsheet with the Commissioners which represented number of emergency calls in Baker County, mutual aid calls out of the County, and the percentages of each. Chair Hobbs advised the Commissioners that she and County Manager Johnson had reviewed this information with Mr. John Hanson, Vice Chair of Operations for Grady EMS. Mr. Hanson advised he would address these concerns with Mr. Joe Cowart, the



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Regional Operations Manager, and Mr. Jim McPherson, the Operations Manager for Baker and Mitchell Counties to resolve why there have been so many requests for mutual aid from Baker County.

Chair Hobbs then reviewed information from the L.O.S.T. meeting. The City of Newton wants to follow the population split for revenues collected, which represent 20.93 per cent. Chair Hobbs discussed County services provided to all citizens of the County and City of Newton that are mandated. Chair Hobbs then discussed non emergent dispatches through Miller/Baker E-911 that the City of Newton receives. The non emergent dispatches are not mandated and need to be considered in the L.O.S.T. renegotiations. Chair Hobbs advised the Commissioners that a called meeting between the two entities needs to be held for agreement on the revenue split. Chair Hobbs recommended meeting at 6 pm on August 2nd, 2022 to meet with the city and if an agreement is reached, the required Certificate of Distribution can move forward for signatures and submission to the Georgia Department of Revenue. All Commissioners were in favor of the meeting date and time.

At 8:35 pm, Chair Hobbs called for a motion to enter into executive session to discuss a personnel matter. Commissioner Bryan made a motion to enter into executive session. Vice Chair Irvin seconded the motion. All Commissioners were in favor. County Manager Johnson left the meeting at this time. At 8:45 pm, Chair Hobbs called for a motion to close the executive session and re-enter the regular meeting. Commissioner Bryan made a motion to close the executive session and re-enter into the regular meeting, and the motion was seconded by Vice Chair Irvin. With all Commissioners in favor, the motion carried with no action taken.



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Chair Hobbs called on County Manager Johnson to give a monthly report of County Operations. County Manager Johnson reported the following work activities.

- 198.7 miles of dirt roads graded
- 122.6 miles of road right of ways mowed
- Completed limb trimming on William Irvin Road, and moving to Lester Road
- Demonstrated a Limb Trimmer Machine manufactured by Evergreen
- New LED lighting in the Courthouse is complete
- A/C repairs at the Courthouse and EMS were made
- Cold patch work on Phillipsburg, Josuli, and Crestview Roads
- Newton/Baker Fire Engine repairs were made. Cost was \$5400.00
- Both RC&D grants have been completed
- Reeves Construction Company will begin the double chip sand and seal on Jericho Road the week of July 10th, 2022. Final striping will begin 28 days later
- All flooring in the Courthouse has been completed exception of the Elections Office
- 10' Bush Hog mower for the Road Department is scheduled to be delivered in August.
- Requested Commissioners to submit their recommendations for 2023 LMIG road improvements.
- End of Report

Chair Hobbs asked the Commissioners for any further business to come before the Board. With none, Chair Hobbs called for a motion to adjourn the meeting. Commissioner Bryan made a motion to adjourn, and Vice Chair Irvin seconded the motion. With all Commissioners in favor, the meeting was adjourned.



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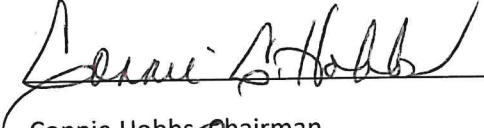
Tommy Rentz, Commissioner
Randy Johnson, County Manager

Chris Moore, Commissioner
Matt Bryan, Commissioner

08/02/2022


Attest:


Randy Johnson, County Clerk


Connie Hobbs, Chairman


Vann Irvin, Vice Chairman


Tommy Rentz, Commissioner


Chris Moore, Commissioner


Matt Bryan, Commissioner



STATE OF GEORGIA
COUNTY OF Baker

AFFIDAVIT OF PRESIDING OFFICER

Donnie G. Hobbs Chair of the Baker County Board of Commissioners,
being duly sworn, states under oath that the following is true and accurate to the best of his/her knowledge and belief:

1.
The Baker County Board of Commissioners met in a duly advertised meeting on
July 5, 2022.

2.
During such meeting, the board voted to go into executive session.

3.
The executive session was called to order at 8:15 a.m./p.m.

4.
The subject matter of the closed portion of the meeting was devoted to the following matter(s) within the exceptions provided in the open meetings law:

- Consultation with the county attorney or other legal counsel to discuss pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against the county or any officer or employee or in which the county or any officer or employee may be directly involved as provided in O.C.G.A. § 50-14-2(1)
- Discussion of tax matters made confidential by state law as provided by O.C.G.A. § 50-14-2(2) and (insert the citation to the legal authority making the tax matter confidential) _____
- Discussion or voting on
 - Authorizing a settlement as provided in O.C.G.A. § 50-14-3(b)(1)(A)
 - Authorizing negotiations to purchase, dispose of, or lease property as provided in O.C.G.A. § 50-14-3(b)(1)(B)
 - Authorizing an appraisal as provided in O.C.G.A. § 50-14-3(b)(1)(C)
 - Entering a contract for the purchase, disposal of, or lease of property as provided in O.C.G.A. § 50-14-3(b)(1)(D)
 - Entering into an option to purchase, dispose of, or lease property as provided in O.C.G.A. § 50-14-3(b)(1)(E)
 - Discussion or deliberation on the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a county officer or employee as provided in O.C.G.A. § 50-14-3(b)(2)

____ Interviewing candidates for executive positions as provided in O.C.G.A. § 50-14-3(b)(2)

____ Other (describe the exemption to the open meetings law): _____
_____ as provided in (insert the citation to the
legal authority exempting the topic) _____

5.

____ During the course of the closed session devoted to exempt topics, an incidental remark regarding a non-exempt topic or an attempt to discuss a non-exempt topic was made.

____ The attempt was immediately ruled out of order and attempts to discuss same ceased immediately.

____ The attempt was immediately ruled out of order. However, the comments did not cease, so the closed/ executive session was immediately adjourned without discussion or action being taken regarding any non-exempt topic.

6.

Minutes were taken of this meeting and will be filed and held for in-camera inspection only.

This 5th day of July, 2022.

Donnie B. Hobbs
Chair
Baker
County Board of Commissioners

Sworn to and subscribed before me this 16th day of

August, 2022.
Penny Eure

Notary Public

My commission expires:
June 5, 2023



ELECTION SERVICES MANAGEMENT AGREEMENT

This agreement made and entered into as of the 1st day of June 2022, between **Laura Beth Tucker** (Consultant) and Baker County Board of Commissioners.

WHEREAS, the BAKER COUNTY BOARD OF COMMISSIONERS desire to engage the Consultant to render certain professional services herein described as operations of technical election database and assisting Election Supervisor for the Baker County Board of Elections.

THEREFORE, the parties herein mutually agree:

1. **EMPLOYMENT OF THE CONSULTANT:** BAKER COUNTY BOARD OF COMMISSIONERS hereby agrees to engage the Consultant to perform specific duties relating to technical services in election database management.
2. **SCOPE OF SERVICES:** The Consultant and/or her designee shall perform said services in a satisfactory and professional manner and in accordance with the requirements of BAKER COUNTY BOARD OF COMMISSIONERS. Tasks to be performed for the Board of Elections for June 21, 2022 Primary Run-off Election include:
 - a. **Election Database Installation on EMS**
 - b. **Create 12 memory cards, 7 security keys, 14 Poll Worker Cards, 2 technician cards and 2 thumb drives**
 - c. **Train Election Supervisor to perform Logic and Accuracy Testing for 12 BMD units and 12 printers**
 - d. **Logic and Accuracy Testing for 6 ICP scanners**
 - e. **Logic and Accuracy Testing of Test Deck-ABM ballots in ICC scanner**
 - f. **Election Database Management in EED/RTR**
 - g. **AIP Advanced Voting Technical Support on BMD and ICP**
 - h. **ABM Absentee by Mail Technical Support on E-NET**
 - i. **Early Scanning of ABM Absentee Ballots on ICC**
 - j. **ENR Test Uploads as required by SOS**
 - k. **Election Day Technical Support on all BMD and ICP units in precincts**
 - l. **Election Night Uploads of Results of Votes Cast from AIP, ABM and Election Day**
 - m. **Election Night Reporting of Election Summary Report**
 - n. **Post-Election Scanning of Provisional, UOCAVA and Cure Affidavit ballots**
 - o. **Post-Election Reporting required for Certification of Election including Statement of Votes Cast and back-up of election results**
 - p. **Post-Election Technical Support for Certification of Election**

This agreement may be amended at any time to include additional services as BAKER COUNTY BOARD OF COMMISSIONERS or BAKER COUNTY BOARD OF ELECTIONS request. Estimate of fees for other services will be provided by the Consultant upon request. Additional services include:

- **Technical support and elections management to assist the Baker County Election Supervisor**
- **Poll Worker Training**

3. **POLL PAD SET-UP:** This agreement **does not** include installing new software updates, downloading of voter files, preparing voter cards for testing, and Bulk Uploads to Poll Pads.

4. **EQUIPMENT SET-UP:** This agreement is based upon Baker County Board of Elections having all equipment set up for testing, out of cases, cables attached, charged and arranged by polling location.

5. **TIME OF PERFORMANCE:** The election services by the Consultant shall commence on June 1, 2022. **This agreement expires on July 15, 2022.** The Consultant agrees to complete professional services during this time period.

6. **COMPENSATION:** The Consultant shall be compensated for the professional services by submission an invoice. BAKER COUNTY BOARD OF COMMISSIONERS shall pay said invoice within thirty (30) days of date of receipt. The fee schedule includes the following options:

Technical IT election services for Logic & Accuracy Testing, Election Night Upload, and Certification of Election Reporting = \$8,000


Options:

Election management assistance to Election Supervisor based upon time.
Poll Worker training = \$200 per session

7. **TRAVEL:** The Consultant shall be compensated for travel at the IRS rate (currently .585/mile. All out-of-town and/or overnight travel must be approved by the BAKER COUNTY BOARD OF COMMISSIONERS in advance of travel.

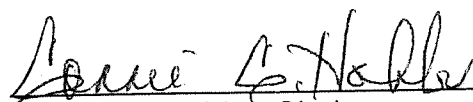
8. **TERMINATION:** This agreement for professional services may be terminated by either party by submission of a written notice 30 days in advance of termination.

THEREFORE, the Consultant and BAKER COUNTY BOARD OF COMMISSIONERS hereby execute this Agreement as of the date first above written.



LAURA BETH TUCKER
Address: 455 Fuller Street, Camilla, GA 31730

Date: _____



Connie C. Hobbs, Chairman
BAKER COUNTY BOARD OF COMMISSIONERS

Date: 7-5-2022

State

Laura Beth Tucker
455 Fuller Street
Camilla, GA 31730

Bill to: **Baker County Board of Commissioners**
Attn: Randy Johnson, County Manager
167 Baker Place
Newton, GA 39870

Date	Description	Balance
6/1/22 to 6/30/22	Technical IT Election Services Election Database Installation and Management Train Staff on Logic & Accuracy Testing on 13 BMD and 6 ICP Logic & Accuracy Testing on test deck ballots for ABM on ICC Technical assistance for L&A of Poll Pads & Bulk Upload Election Database Management in EED and RTR AIP and ABM Technical Support Early Scanning of ABM with Vote Review Panel ENR Test Uploads per SOS requirements Election Day Technical Support Election Night Uploads of Votes Casts Election Night & Post-Election Reporting for Certification Post-Election Scanning of Provisional Ballots Post-Election Technical Support for Certification Technical assistance/training as requested by BOER Mileage (176 @ .585)	
Current	1-30 Days Past Due	31-60 Days Past Due
		61-90 Days Past Due
		Over 90 Days Past Due
		\$8,952.96

Remittance

Statement # BCElect063022

Date

Amount Due \$8,952.96

Amount Enclosed

Laura Beth Tucker @ 229-392-7310 or tucker.laurabeth@gmail.com

ement

6/30/2022

Amount

8,000.00

850.00

102.96

Amount Due

\$8,952.96



6/21/22, 2:49 PM

Baker County Georgia Mail - ACCG Board Adopts Resolution to Combine Invoice for ACCG and NACo Annual Dues

Connie Hobbs <connie.hobbs@bakercountyga.com>

Tue, Jun 21, 2022 at 2:42 PM

To: Randy Johnson <comanager@bakercountyga.com>, Penny Eure <boardofcomm@bakercountyga.com>

FYI

[Quoted text hidden]

2 attachments



image001.jpg
21K



ACCG BOM Resolution to Incorporate NACo Dues, April 2022.pdf

646K



RESOLUTION

WHEREAS, the Association County Commissioners of Georgia, hereinafter referred to as ACCG, exists for the sole purpose of working on behalf of the counties of Georgia; and

WHEREAS, one of ACCG's primary functions is to lobby for both state and federal legislation that aids the mission of counties to effectively and efficiently serve their respective constituents; and

WHEREAS, ACCG focuses most of its legislative lobbying effort upon the Office of the Governor of Georgia and upon the Georgia General Assembly; and

WHEREAS, the National Association of Counties, hereinafter referred to as NACo, exists for the sole purpose of working on behalf of the counties of the United States; and

WHEREAS, NACo's work with the Federal Government is indispensable to the betterment of Georgia's counties; and

WHEREAS, NACo has consistently demonstrated substantive, effective results positively affecting the counties of the United States; and

WHEREAS, ACCG and NACo work together in a harmonious relationship for the betterment of Georgia's counties and the residents thereof; and

WHEREAS, the ACCG Board of Managers recognizes the benefits of having all counties of Georgia as members of NACo; and

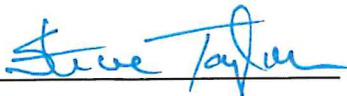
WHEREAS, having all Georgia counties as members of NACo results in the perpetuation of Georgia having an additional member serving on the NACo Board of Directors; and

WHEREAS, the collective voice of Georgia's counties is most influential when expressed through the concerted effort of Georgia's three members serving on the NACo Board of Directors;

THEREFORE, BE IT RESOLVED that the ACCG Board of Managers does hereby modify ACCG's annual membership dues to add to each county's dues an amount equal to the dues for each county's membership in NACo, and that the collective amount of such addition be remitted to NACo on behalf of each county such that Georgia remains a 100%-member state within NACo.

BE IT FURTHER RESOLVED that a copy of this Resolution be transmitted to the chief elected official of each county in Georgia as soon as practicable after adoption hereof, and that a copy of this Resolution be included with the ACCG dues invoice sent to each county in the Autumn of 2022.

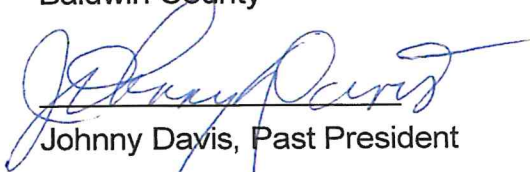
So approved by the ACCG Board of Managers this 29th day of April 2022.



Steve Taylor, President
Bartow County



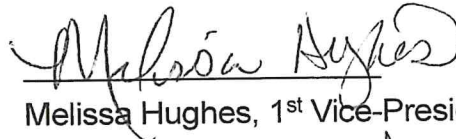
Henry Craig, 2nd Vice-President
Baldwin County



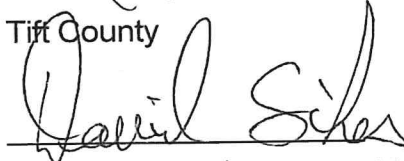
Johnny Davis, Past President
Jefferson County



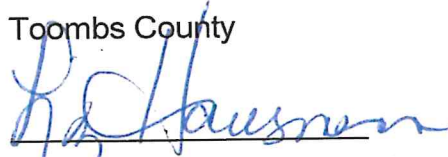
Tommy Stalnaker, Executive Committee
Houston County



Melissa Hughes, 1st Vice-President
Tift County



David Sikes, 3rd Vice-President
Toombs County



Liz Hausmann, Executive Committee
Fulton County



Colonial Pipeline Company

PUBLIC OFFICIAL FACT SHEET

Baker County, GA

CONTACT INFORMATION

EMERGENCY: 1-800-926-2728

LOCAL CONTACT: Zachary Houser, Operations Manager
Cell: 770-876-0247
Email:zhouser@colpipe.com

ASSETS IN COUNTY



Pipeline: 12-inch coated steel pipe
(8-inch line idled)
Pressure: Up to 1,379 psi
Flowrate: Up to 5,200 bph

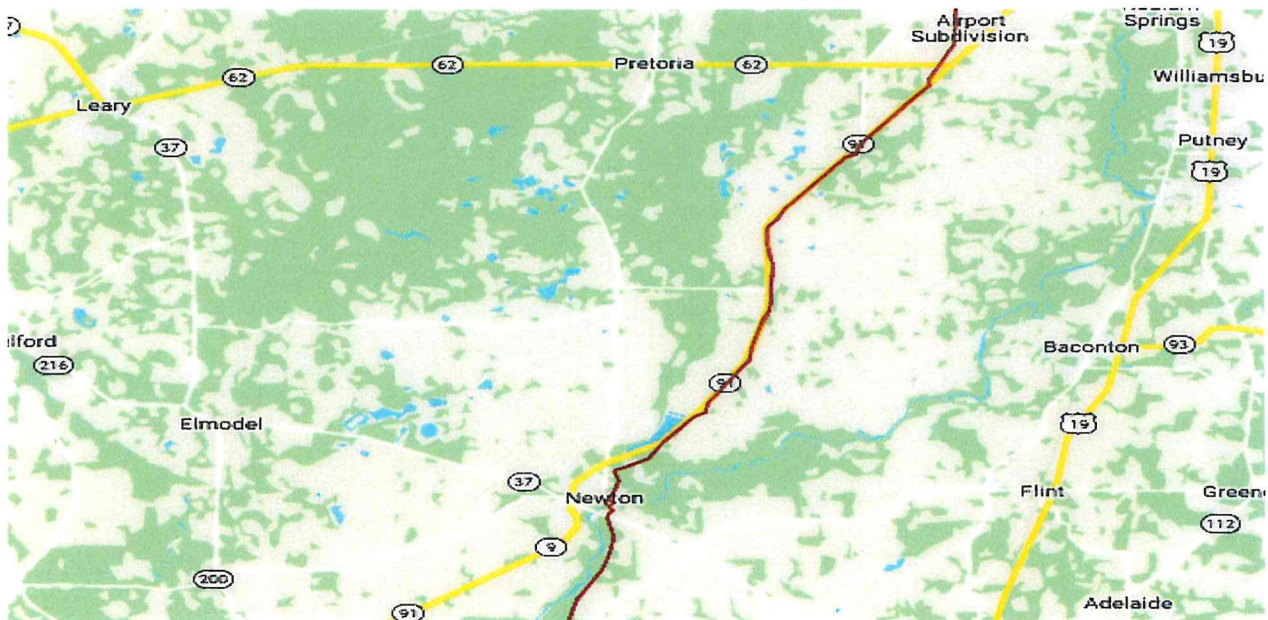
Facilities: None

PRODUCTS TRANSPORTED

Refined Liquid Petroleum Products, including:
Gasoline | Diesel | Kerosene | Jet Fuel | Military Fuels
NO CRUDE, TAR SANDS OR NATURAL GAS

MAP

Baker County, GA



POTENTIAL PRODUCT HAZARDS

- Combustible/Flammable liquids; Avoid ignition sources such as heat, sparks or open flames
- Vapors may be irritating to skin and eyes
- Harmful if inhaled or swallowed; carcinogen
- Hazardous to wildlife and plant life

LEAK RECOGNITION

- A refined liquids product leak may appear as any of the following:
 - Dark or oily patch on ground
 - A distinct area of dead vegetation
 - A multi-colored sheen on water
 - A hissing or roaring noise
 - Strong odor of gasoline or oil
 - A spray or vapor cloud
 - Exposed pipeline in creek/ stream

TO REPORT A LEAK: **Call 911, then call Colonial at 1-800-926-2728.**

HOW TO RESPOND TO A LEAK

- If possible to do so safely, turn off running equipment and eliminate ignition sources; if not possible, abandon equipment.
- Leave the area on foot, moving upwind and up-gradient of spill.
- DO NOT operate pipeline equipment or close valves.
- DO NOT drive into a vapor cloud.

KEEPING YOUR COMMUNITY SAFE



Know what's below.
Call before you dig.



- **EMERGENCY PLANS:** Ensure community emergency plans include response to pipeline emergencies, considering products, location, topography, vulnerable populations, water source protection, and potential evacuation routes.
- **PROMOTE 811: CALL BEFORE YOU DIG:** Encourage your community to call 811 to have underground utilities located before digging. Consider adding a requirement to "Call 811" to your permitting process. It's a low-cost way to prevent underground utility damage and is the law in all 50 states.
- **SUPPORT A CLEAR RIGHT OF WAY:** Colonial mows and side trims trees along the pipeline right of way to keep it clear of potentially damaging tree roots and to allow weekly patrol planes to view the right of way from the air. Your support for these critical pipeline safety monitoring procedures helps us keep your community safe.
- **ENCOURAGE PIPELINE WATCH PROGRAMS:** Encourage your community to watch for indications of a pipeline release, such as unauthorized excavation, hazardous conditions, or suspicious behavior near the pipeline. If any such behaviors are observed, call Colonial's 24/7 emergency number at 1-800-926-2728. Callers can receive a reward up to \$500 for helping to keep our pipeline and your community safe.

Thanks for being our partner in pipeline safety.

In the event of an emergency...

CALL 1-800-926-2728
24/7 Emergency Number

You will be immediately connected to Colonial's Control Center. Please provide the following information:

- Nature of emergency (spill, fire, damage to pipeline, vapor cloud, etc.)
- Location of the emergency (state, county, town, street or road address, GPS coordinates)
- Time the emergency was reported locally
- Wind/weather conditions
- Your name, title, and call-back number
- The nature of any injuries
- Officials on the scene (medical, police, fire)
- Any special actions taken such as evacuation, sheltering in place, etc.
- An estimate of the volume of the release and whether the release will likely reach water or endanger drinking water sources
- Special considerations at the scene such as highways, nearby homes or businesses, schools, railroads, etc.

Southeast District Offices

Alabama-TN Area
Pelham Office
2999 Country Rd 52 E.
Pelham, AL 35124
205-663-7282

West-Mid Georgia Area
Atlanta Junction Office
3925 Anderson Farm Rd.
Austell, GA 30106
770-732-6861

East GA-SC Area
Belton Office
1916 Camelot Forest
Belton, SC 29627
800-765-3187

North Carolina Area
Greensboro Office
411 Gallimore Dairy Rd.
Greensboro, NC 27409
336-931-6020

Office phone numbers for local contacts only;
For emergencies call: **1-800-926-2728**

Need More Information?

To view a Colonial Emergency Response Plan, or participate in a drill or exercise, please contact the Colonial office in your area.

To request access to a Colonial Emergency Responder Communication Portal specific for your county, submit an email to:

Administrator@perseverantsolutions.com

To learn more about the Colonial Pipeline Company, visit our website at www.colpipe.com.



Colonial Pipeline Company

We Move the Energy that Moves America

Colonial Pipeline Company

Prevent. Detect. Respond.



Southeast District

Pipeline Emergency Response

Refined Liquid Petroleum Products Pipeline

GASOLINE | KEROSENE | FUEL OIL | JET FUEL |
TRANSMIX



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July 7th, 2022


Tre McClendon
Circuit Public Defender
Office of the Public Defender
South Georgia Judicial Circuit
P.O. Box 1045
Bainbridge, Georgia 39818

Greetings,

Please find attached the original copy of the Georgia Indigent Defense Services Agreement that has been signed by Chairman Connie Hobbs of Baker County.

Please forward to Omotayo Alli, Director for his signature also. We will need the original copy back for our files.

Thanks for your assistance.

Randy Johnson 
County Manager/EMA Director
P.O. Box 607
Newton Georgia, 39870
(229) 734-3000

GEORGIA INDIGENT DEFENSE SERVICES AGREEMENT

THIS AGREEMENT is entered into between the Circuit Public Defender Office of the South Georgia Judicial Circuit (“**Public Defender Office**”), the governing authority of Baker County, a body politic and a subdivision of the State of Georgia (“**County**”), and the Georgia Public Defender Council (“**GPDC**”) and its successors to implement the provisions of the Georgia Indigent Defense Act of 2003, as amended. The initial term of this Agreement shall commence July 1, 2022 and end on June 30, 2023.

WHEREAS, O.C.G.A. § 17-12-23 (d) provides that a city or county may contract with the circuit public defender office for the provision of criminal defense for indigent persons accused of violating city or county ordinances or state laws.

WHEREAS, O.C.G.A. § 17-12-26 (c) (4) provides that “neither the circuit public defender nor any personnel compensated by the state pursuant to the provisions of this article shall be reimbursed from state funds for any expenses for which the person has been reimbursed from funds other than state funds; provided, however, that the governing authority of the county or counties comprising the judicial circuit are authorized to provide travel advances or to reimburse expenses which may be incurred by the person in the performance of his or her official duties to the extent the expenses are not reimbursed by the state as provided in this Code section.”

WHEREAS, OCGA § 17-12-32 provides that the governing authority of any county or municipality within the judicial circuit which provides additional personnel for the office of circuit public defender may contract with the council to provide such additional personnel in the same manner as is provided for state paid personnel in this article.

WHEREAS, O.C.G.A. § 17-12-34 provides that the governing authority of each county shall provide, in conjunction and cooperation with the other counties in the judicial circuit and in a pro rata share according to the population of each county, appropriate offices, utilities, telephone expenses, materials, and supplies as may be necessary to equip, maintain, and furnish the office or offices of the circuit public defender in an orderly and efficient manner.

WHEREAS, O.C.G.A. § 17-12-35 provides that a circuit public defender office may contract with and may accept funds and grants from any public or private source; and

WHEREAS, it is the intent of the parties to this agreement to provide for the operation of an indigent defense system to assure that adequate and effective legal representation is provided, independent of political considerations or private interests, to indigent defendants in criminal cases consistent with the standards adopted by GPDC. This system and this agreement include the following:

- (1) The provision by the Public Defender Office of the statutorily required services to the County;
- (2) The payment for additional personnel and services by the County;
- (3) The provision by the County of its pro rata share of the costs of appropriate offices, utilities, telephone expenses, materials, and supplies as may be necessary to equip, maintain, and furnish the office or offices of the circuit public defender in an orderly and efficient manner;
- (4) Travel advances and reimbursement of expenses; and
- (5) The provision for other matters necessary to carry out this agreement.

April 27, 2022

NOW THEREFORE, in consideration of the mutual covenants and promises contained in the agreement and for Ten Dollars (\$10) and other good and valuable consideration, **IT IS AGREED AS FOLLOWS:**

ARTICLE 1

STATUTORY PERSONNEL

Section 1.01 Statutory Staffing. Pursuant to OCGA §§ 17-12-27 to -29, GPDC and the Public Defender Office agree to provide the County, which is in the South Georgia Judicial Circuit, the statutory services of a full-time circuit public defender office to consist of a circuit public defender; an assistant public defender for each superior court judge authorized for the circuit, excluding the chief judge and senior judges; an investigator; and two additional persons to perform administrative, clerical or paraprofessional services.

Section 1.02 Statutory Services. Pursuant to OCGA § 17-12-23, GPDC and the Public Defender Office shall provide representation to indigent defendants in the following cases:

- (1) cases prosecuted in the superior court of Baker County under the laws of the state of Georgia in which there is a possibility that a sentence of imprisonment or probation or suspension of sentence of imprisonment may be adjudged;
- (2) hearings in the superior court of Baker County on a revocation of probation;
- (3) cases prosecuted in the juvenile court of Baker County in which a child in a delinquency case may face a disposition of confinement, commitment or probation; and
- (4) direct appeals from a decision in cases described in (1), (2), and (3) above.

Section 1.03 Conflicts. Pursuant to OCGA § 17-12-22, GPDC shall provide for legal representation in those cases described in Section 1.02 for which the Public Defender Office has a conflict of interest.

ARTICLE 2

ADDITIONAL PERSONNEL AND SERVICES

Section 2.01 Additional personnel and services.

(a) The Public Defender Office agrees to provide and the County agrees to pay for the additional personnel and services described in Attachment A. The amount to be paid includes a 7% administrative services fee. Attachment A is incorporated into this agreement by reference. The parties agree to the payment terms in Attachment B (annual budget). This fee is determined by the total amount for all of the budgeted positions. Any changes to Attachment A shall be made in accordance with Section 5.06 of this agreement.

April 27, 2022

(b) Any additional personnel employed by the Public Defender Office pursuant to this section are county funded full-time state paid employees of the Public Defender Office in the unclassified service of the State Merit System of Personnel Administration with all the benefits provided by law to employees in the unclassified service. The additional personnel shall serve at the pleasure of the South Georgia Judicial Circuit Public Defender. The parties agree that the employment of additional personnel employed by the Public Defender Office pursuant to this section may be terminated by the Public Defender Office if the County does not pay for the cost of these personnel in advance in accordance with this agreement.

ARTICLE 3

PROVISION FOR COSTS NECESSARY TO EQUIP, MAINTAIN, AND FURNISH THE OFFICES OF THE CIRCUIT PUBLIC DEFENDER.

Section 3.01 Office expenses. The County agrees to pay its pro rata share of the overall circuit budget as described in Attachment A which includes the budget for appropriate offices, utilities, telephone expenses, materials, and supplies to equip, maintain, and furnish the office or offices of the Public Defender Office. The amount of the County's pro rata share based on population is stated in Attachment A. The County agrees to the payment terms in Attachment B.

Section 3.02 Payment of Office Expenses. The County agrees that its pro-rata share of office expenses for the efficient operation of the Public Defender Office shall be paid directly to the Public Defender Office. The Public Defender Office shall use these funds to pay for the necessary costs of buildings, utilities, telephone expenses, staff supplements, materials and supplies as may be necessary.

ARTICLE 4

TRAVEL AND REIMBURSEMENT OF EXPENSES

Section 4.01 Travel and expense reimbursement. The County agrees to provide travel advances and reimbursement of expenses which are incurred under this agreement by an employee of the Public Defender Office to the extent the expenses are not reimbursed by the state and to the extent the expenses are authorized by the circuit public defender and the County.

ARTICLE 5

MISCELLANEOUS

Section 5.01 Term. The initial term of this agreement is 12 months beginning July 1, 2022, and ending June 30, 2023, and shall be automatically renewed for an additional 12 month term unless an affirmative act to terminate this agreement is taken by the County or such steps by either party in compliance with paragraph 5.07 of this agreement.

Section 5.02 Maintenance of effort. The County agrees that it will continue to fund indigent defense for the term of this agreement, at the minimum level of its most recently budgeted funding (FY22 or FY23 planned budget) and as part of this support the County agrees to provide the space, equipment and operating expenses necessary to effectively operate the circuit public defender office.

Section 5.03 Severability. Any section, subsection, paragraph, term, condition or provision (collectively referred to as "part") of this agreement that is judged or declared to be void, illegal or otherwise not fully enforceable shall not affect any other part of this agreement, and the remainder of this agreement shall continue in full force and effect. Any agreement of the parties to amend, modify, eliminate, or otherwise change any part of this agreement shall not affect any other part of this agreement, and the remainder of this agreement shall continue in full force and effect.

Section 5.04 Cooperation, dispute resolution and jurisdiction.

(a) The Public Defender Office, the County and GPDC acknowledge that this agreement may need to be revised periodically to address new or unforeseen matters.

(b) Each party to this agreement agrees to cooperate with the other party to effectuate and carry out the intent of this agreement.

(c) This agreement, and the rights and obligations of the parties, are governed by, subject to and interpreted in accordance with the laws of the State of Georgia. The parties acknowledge and agree that by law, the exclusive jurisdiction for contract actions against the state, departments and agencies of the state, and state authorities is the Superior Court of Fulton County, Georgia. The parties further acknowledge that the Fulton County Superior Court has a court sponsored Arbitration and Mediation Program in which the parties agree to fully participate.

Section 5.05 Notice. A notice to a party to this agreement shall be made in writing and shall be delivered by first class mail or personally to the person at the address indicated below:

Circuit Public Defender of the South Georgia Judicial Circuit:

Tre McLendon
Office of the Circuit Public Defender
118 River Street
P.O. Box 1045
Bainbridge, GA 39817

Governing Authority of Baker County:

Baker County Board of Commissioners
Connie Hobbs, Chair
P.O. Box 607
Newton, Ga. 39870

Georgia Public Defender Council:

Omotayo Alli, Director
GPDC
104 Marietta Street, Suite 200
Atlanta, GA 30303

Section 5.06 Agreement modification. This agreement, including all attachments, constitutes the entire agreement between the parties with respect to the subject matter of this agreement and may be altered or amended only by a subsequent written agreement of equal dignity; provided, however, that the parties' representatives identified in Section 5.05 may agree in writing by an exchange of letters or emails to a budget revision prior to its effective date where the revision does not increase or decrease the total dollar value of the agreement. This agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties with respect to the subject matter of this agreement. After the agreement has been approved by the Director of the GPDC, no modifications may be made without prior notice to and agreement by the Director.

Section 5.07 Termination.

(a) Due to non-availability of funds. In the event that either of the sources of reimbursement for services under this agreement (appropriations from the General Assembly of the State of Georgia, or appropriations from the governing authority of the County) is reduced during the term of this agreement, GPDC and the Public Defender Office may make financial and other adjustments to this agreement and notify the County accordingly. An adjustment may be an agreement amendment or may be the termination of the agreement. Certification by the Director of the GPDC of the reduction in State funds is conclusive. Certification by the County representative designated in Section 5.05 of this agreement of the reduction in county funds is conclusive. The County shall promptly notify GPDC and the Public Defender Office in writing of the non-existence or insufficiency of funds and the date

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of termination. GPDC and the Public Defender Office shall then immediately cease providing the services required hereunder except for any necessary winding down and transition services required under Section 5.08. In lieu of terminating this agreement, the parties may make financial and other adjustments to this agreement by amending it pursuant to Section 5.06.

(b) For cause. This agreement may be terminated for cause, in whole or in part, at any time by either party for failure by the other party to substantially perform any of its duties under this agreement. "Cause" means a breach or default of any material obligation hereunder which default is incapable of cure, or which, being capable of cure, has not been cured within 30 days after receipt of notice of such default (or such additional cure period as the non-defaulting party may authorize). Should a party exercise its right to terminate this agreement under this subsection, the termination shall be accomplished in writing and specify the reason and the termination date. In the event of termination under this subsection, GPDC and the Public Defender Office shall submit a final agreement expenditure report containing all charges incurred through and including the termination date to the County no later than 30 days after the effective date of written notice of termination and the County shall pay the amount due within 15 days of the receipt of the final agreement expenditure report. Upon termination of this agreement, the GPDC and Public Defender Office shall not incur any new obligations after the effective date of the termination, except as required under Section 5.08. The above remedies contained in this subsection are in addition to any other remedies provided by law or the terms of this agreement.

(c) For convenience. This agreement may be cancelled or terminated by either of the parties without cause; however, the party seeking to terminate or cancel this agreement shall give written notice of its intention to do so to the other party at least 60 days prior to the effective date of cancellation or termination.

(d) Post-termination obligations. After termination of this agreement pursuant to this Section, the County, Public Defender Office and GPDC agree to comply with the provisions of Section 5.08 (a).

Section 5.08 Cooperation in transition of services.

(a) During or at the end of the agreement. GPDC and the Public Defender Office agree upon termination or expiration of this agreement, in whole or in part, to cooperate as reasonably requested by the County to effectuate the smooth and reasonable transition of services for existing clients. This includes but is not limited to the continuation of representation by Public Defender Office where appropriate or required by law, court rule or the State Bar of Georgia ethical standards or the facilitation of the timely transfer to the County of the client records. The County shall compensate GPDC and Public Defender for all post-termination or post-expiration services under this subsection. GPDC and the Public Defender Office shall submit a monthly expenditure report containing all charges incurred during the preceding month on or before the 5th day of each month. The County shall pay the amount due within 15 days of the receipt of the monthly expenditure report. This subsection survives the suspension, termination, or expiration of the agreement.

(b) Statutory responsibility. The County, the Public Defender Office and GPDC acknowledge that they each have responsibilities for indigent defense costs under applicable law, including the Georgia Indigent Defense Act of 2003, as amended, and that the suspension, termination, or expiration of this agreement does not relieve any party of their responsibility under the law.

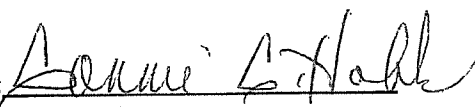
Section 5.09 Time is of the essence.

IN WITNESS WHEREOF, the parties execute this Agreement effective on the last date indicated below.

**Circuit Public Defender Office
South Georgia Judicial Circuit**

By: _____
Tre McLendon
Circuit Public Defender

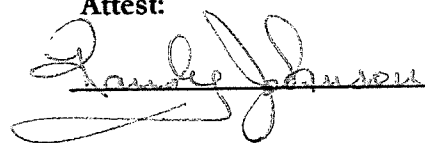
Baker County

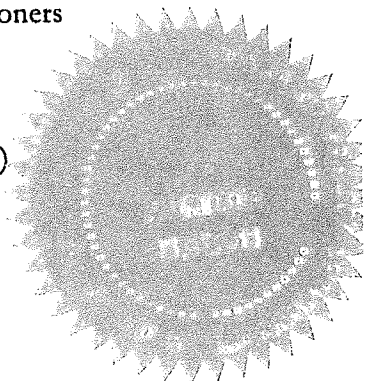
By: 
Connie Hobbs
Chair
Baker County Board Of Commissioners

Attest:

_____(Seal)

Attest:


_____(Seal)



Georgia Public Defender Council

By: _____
Omotayo Alli, Director

Attest:

_____(Seal)

April 27, 2022

ATTACHMENT A

BAKER COUNTY SOUTH GEORGIA JUDICIAL CIRCUIT July 1, 2022– June 30, 2023

The County agrees to pay GPDC the sum of **\$17,812.33** in 12 equal monthly installments, which amount includes the 7% Administrative Fee. Installments will be paid directly to GPDC and the Public Defender Office by the 15th day of each month as set out in the body below. GPDC and the Public Defender Office agree to use these funds for the purpose of paying the salary, benefits, and administrative costs, supplements, the costs of travel and other work related expenses, appropriate offices, utilities, telephone expenses, materials and supplies as may be necessary to equip, maintain, and furnish the office or offices of the circuit public defender in an orderly and efficient manner.

INVOICES

Invoices for the monthly billing amount of \$652.02 (County Funded/State Paid Personnel) inclusive of all administrative fees but exclusive of salary supplements shall be sent to:

**Baker County Board of Commissioners
Attn: Bill Harvey, Chair
P.O. Box 607
Newton, Ga 39870**

Installments will be paid directly to GPDC at the following address:

**GPDC
Attn: Jason Ring
104 Marietta Street
Suite 200
Atlanta, GA 30303**

Invoices for the monthly billing amount of \$832.34 (Operational Expenses and Salary Supplements) shall be sent to:

**Baker County Board of Commissioners
Attn: Bill Harvey, Chair
P.O. Box 607
Newton, Ga. 39870**

Installments will be paid directly to The Public Defender Office at the following address:

**Office of Public Defender
South Georgia Judicial Circuit
P.O. Box 1045
Bainbridge, Ga. 39818**

April 27, 2022

Baker 2022

SOUTH GEORGIA CIRCUIT PUBLIC DEFENDER OFFICE

ATTACHMENT B

July 1, 2022 - June 30, 2023

TOTAL EXPENDITURES			
		State Funded	County Funded
Public Defender and Assistants	*	\$ 418,537.94	\$ 134,975.73
Public Defender Administrative	*	\$ 248,436.51	\$ 83,192.38
7% Administrative Fee	*		\$ 15,271.77
Office Expenditures	*		\$ 102,594.69
Supplements	*		\$ 195,405.96
TOTAL:		\$ 666,974.46	\$ 531,440.54

BREAKDOWN BY COUNTY (Personnel)			
		Annual	Monthly
Baker	3.35%	\$ 7,824.22	\$ 652.02
Calhoun	6.49%	\$ 15,161.47	\$ 1,263.46
Decatur	34.22%	\$ 79,893.59	\$ 6,657.80
Grady	30.58%	\$ 71,375.63	\$ 5,947.97
Mitchell	25.35%	\$ 59,184.97	\$ 4,932.08
CIRCUIT WIDE TOTAL:	100.00%	\$ 233,439.89	\$ 19,453.32

BREAKDOWN BY COUNTY (Operating - including Supplements)			
		Annual	Monthly
Baker	3.35%	\$ 9,988.11	\$ 832.34
Calhoun	6.49%	\$ 19,354.57	\$ 1,612.88
Decatur	34.22%	\$ 101,989.17	\$ 8,499.10
Grady	30.58%	\$ 91,115.47	\$ 7,592.96
Mitchell	25.35%	\$ 75,553.32	\$ 6,296.11
CIRCUIT WIDE TOTAL:	100.00%	\$ 298,000.65	\$ 24,833.39

BREAKDOWN BY COUNTY (Total)			
		Annual	Monthly
Baker	3.35%	\$ 17,812.33	\$ 1,484.36
Calhoun	6.49%	\$ 34,516.04	\$ 2,876.34
Decatur	34.22%	\$ 181,882.76	\$ 15,156.90
Grady	30.58%	\$ 162,491.10	\$ 13,540.93
Mitchell	25.35%	\$ 134,738.29	\$ 11,228.19
CIRCUIT WIDE TOTAL:	100.00%	\$ 531,440.54	\$ 44,286.71

ADDITIONAL FUNDING - STATE COURT			
Excluded from Circuit Budget			
County		Annual	Monthly
Decatur		\$ 26,000.04	\$ 2,166.67
Grady		\$ 26,000.04	\$ 2,166.67
TOTAL COUNTY COST		\$ 207,882.80	\$ 17,323.57
Decatur		\$ 188,491.14	\$ 15,707.60
Grady		\$ 19,391.66	\$ 1,615.97