



**BALDWIN COUNTY COMMISSIONERS  
REGULAR MEETING**

June 6, 2023

1601 N Columbia St, Suite 220

6:00 P.M.

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**MINUTES**

**MEMBERS PRESENT**

Emily Davis  
John Westmoreland  
Kendrick Butts  
Henry Craig  
Sammy Hall

**OTHERS PRESENT**

Bandon Palmer  
Carlos Tobar  
Dawn Hudson  
Cindy Cunningham

**CALL TO ORDER**

Chair Emily Davis called the Regular Meeting to order at 6:00 p.m.

**INVOCATION**

Rev. Donald Hill delivered the Invocation

**PLEDGE OF ALLEGIANCE**

Commissioner Kendrick Butts led the Pledge.

**AMENDMENT TO AGENDA**

Chair Emily Davis asked for a motion to amend the Agenda for Recognitions. Commissioner Kendrick Butts made a motion to amend the Agenda to allow a time for Recognitions. Commissioner Henry Craig seconded the motion and it passed unanimously.

**RECOGNITIONS**

Commissioner Kendrick Butts recognized Commissioner Henry Craig and congratulated him on being elected to serve as President of the Association County Commissioners of Georgia.

Chair Emily Davis recognized Deputy Hayden. Blackburn for his service above and beyond the call of duty in assisting a citizen. Chair Davis stated she had received phone calls commending Deputy Blackburn for his service and his interactions with the public.

**APPROVAL OF MINUTES**

Commissioner Sammy Hall made a motion to approve the minutes of the May 16, 2023 Regular Meeting, the May 16, 2023 Executive Session and the May 30, 2023 Called Meeting as submitted. Commissioner Kendrick Butts seconded the motion and it passed unanimously.

## ADMINISTRATIVE 1 FISCAL MATTERS

### Faithful Guardian Aviation Contract

County Manager Carlos Tobar reported the Airport Advisory Committee has recommended that the contract with Faithful Guardian Aviation be terminated. He stated the company did not perform commitments as outlined in the contract. Mr. Tobar and County Attorney Palmer have contacted Faithful Guardian Aviation notifying them of their deficiencies in meeting the contract requirements with a thirty (30) day period to correct these deficiencies. No response has been received from the company. Mr. Tobar presented a Resolution authorizing termination of the Faithful Guardian Aviation Contract with Baldwin County.

Vice Chair John Westmoreland made a motion to approve the Resolution as presented terminating the Faithful Guardian Aviation Contract. Commissioner Henry Craig seconded the motion and it passed unanimously.

A copy of the Resolution is herewith attached and made an official part of the minutes at pages 126 and 127

### Public Defender Budget for FY 2024

Assistant County Manager Dawn Hudson presented the FY 2024 Budget for the Public Defender's Office. Ms. Hudson reported the FY 2024 budget is for the period July 1, 2023 to June 30, 2024. The cost to Baldwin County totals \$232,354.38, which is \$193,054.38 for representation of indigent defendants in Baldwin Superior Court and Baldwin Juvenile Court and \$39,300 for representation of indigent defendants in Baldwin State Court. Additionally, the Public Defender's office provides representation of defendants in the Ocmulgee Circuit Adult Treatment Court including both the Drug and Mental Health Courts. Ms. Hudson stated this amount is in the County's budget. Assistant County Manager Hudson presented the Georgia Indigent Defense Services Agreement for the Circuit Public Defender Office of the Ocmulgee Judicial Circuit beginning July 1, 2023.

Commissioner Henry Craig made a motion to approve the FY 2024 Public Defenders budget and the Indigent Defense Services Agreement as presented. Commissioner Kendrick Butts seconded the motion and it passed unanimously.

A copy of the Indigent Defense Services Agreement is herewith attached and made an official part of the minutes at pages 6 and IA 7.

### Superior and Juvenile Court Budgets for FY 2024

Assistant County Manager Dawn Hudson presented the FY 2024 budgets for Superior Court and Juvenile Court for their fiscal year beginning July 1, 2023 and ending June 30, 2024. She stated Baldwin County's portion of the Superior Court budget is \$37,338.00 and the County's portion of the Juvenile Court budget is \$81,496.00. She reported these amounts are included in the County's FY 2023 budget.

Commissioner Henry Craig made a motion to approve the FY 2024 Superior Court and Juvenile Court budgets as presented. Commissioner Kendrick Butts seconded the motion and it passed unanimously.

### New Business

Chair Emily Davis reported the County has received two additional grants in the amount of \$530,000 from the State of Georgia for public safety. She stated the grant funds will be used to purchase additional security cameras and training equipment.

Sheriff Bill Masee thanked the County staff for their hard work in securing the grants.

Chair Emily Davis stated there has been discussion about inadequate parking at the Courthouse. She asked that approval be given to the County Attorney to draw up an ordinance restricting parking at the Courthouse to Courthouse business only. Chair Davis stated there is very much a need to control the parking in order for citizens who are called to court or who have other Courthouse business can have a place to park and conduct their business.

Sheriff Masee asked to comment on this matter. He stated that there is not enough parking for employees, Courthouse business, court services, etc. and he feels there will never will be. He stated it would be very difficult for the Sheriff's Department to enforce such an ordinance. He suggested that those involved should meet to discuss the situation before a potential parking ordinance is put together. Commissioner Henry Craig recommended that County Manager Tobar, Sheriff Masee and a couple of Commissioners meet to discuss a potential ordinance to address the parking situation.

Chair Davis reminded everyone that the Firefighters Graduation will be held Thursday, June 8<sup>th</sup> at 6:30 p.m. at The Club at Lake Sinclair. She also stated that June is Pride month and Black History month.

## OLD BUSINESS

Vice Chair John Westmoreland asked for an update on the Meriwether Convenience Center repairs. County Manager Tobar responded he met with Waste Management regarding the removal of yard debris. He reported the County Engineer is working to determine the proper depth for a ramp. Mr. Tobar stated County crews are completing other projects and it will be at least three (3) weeks until this project begins.

Vice Chair Westmoreland stated there should be a policy specifically defining what constitutes yard waste. He stated Waste Management must take more responsibility in these matters. Commissioner Sammy Hall concurred that Waste Management's services are not acceptable especially in keeping the bins dumped.

Commissioner Kendrick Butts discussed a problem with feral cats and requested assistance in trapping these cats. County Manager Tobar stated the County does not trap wild animals and feral cats are considered wild animals. After discussion, County Manager Tobar reported Animal Control will trap the cats; however, they must be euthanized. Commissioner Hall asked if it is a County policy that feral cats are considered wild animals. County Manager stated he will get Mr. Hall a copy of the Department of Agriculture regulations.

## COUNTY MANAGER'S REPORT

County Manager Carlos Tobar presented an update on County activities / projects to include: Lighting equipment that was damaged by lightening was replaced at Meriwether E911 tower; Disc Golf Course baskets are arriving within two weeks; maintenance still to be done, Coopers water line replacement is ongoing; Allenwood subdivision storm drain pipe replacement continues and should be done in 3 weeks; contracts have been executed for the Terminal Apron Expansion and Precision Approach Path Indicator (PAPI) Replacement. PAPI work starts soon; CHIP grant walk through with contractors is June 14<sup>th</sup>; CDBG sewer line replacement project going out to bid within 30 days; jury selection was held yesterday in Suite 210; basement bathrooms in Courthouse should be ready by end of July and we Expect all court proceedings to take place at courthouse by August 1<sup>st</sup>; LMIG Bids were opened today and County Engineer will have a recommendation for contract award at next meeting; roads to be paved: Russell Dr, Fox Lair Rd, Lawrence Rd, Forte Ave, Merry Lane/Court, Union Hill Church Rd, Watson Reynolds Road; submitted Land and Water Conservation Fund (LWCF) Grant application; Baldwin County has received over \$6,000 in donations; completed environmental documents for aquatic center and submitted them to OPB for review; reviewed environmental bid for Collins P Lee library; work continues on Boddie precinct which is moving to old jail between Animal Control and Georgia Soil and Water Conservation Commission (GSWCC) office; County Engineer is preparing to rehabilitate the Meriwether convenience center; At some point the center will need to be closed for repairs; however, it is still four to five weeks out before work begins; Recreation Department track will be resurfaced and a fence will be constructed around entire upper complex; GDOT approved issuing letters to property owners around airport trail project area; bridges that require posting: Deepstep Rd over town Creek, N Jefferson St over Tobler Creek, Linton Rd over Town Creek, Allen Memorial Dr over the railroad tracks.

## PUBLIC COMMENT PERIOD FOR NON-AGENDA ITEMS

Ms. Melissa Smith, 614 GA Hwy 22 W, addressed the Board regarding a survey being conducted on violence in the community. She discussed various aspects of the survey results, as well as, efforts to continue to gain insight into what the community feels is the major problem and how it can be addressed.

Mr. Danny Blair, 585 Meriwether Road, addressed the Board regarding the condition of the Meriwether Convenience Center. He also stated the County is trimming / cutting trees throughout the County and they desperately need to be cut on Meriwether Road and Lowe Road. He asked for County Manager Tobar to contact him with a timeframe that these things can be done.

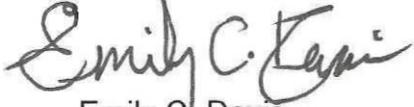
Mr. Larry Mathis, 169 Martindale Road, addressed the Board regarding the youth in the community. He asked that the County, City, Board of Education and law enforcement agencies partner together to use our resources to provide more activities for the youth.

Mr. Dick Joiner, 167 Forte Drive, addressed the Board about the condition of the Meriwether Road Convenience Center, the condition of Meriwether Road and Forte Drive and the lack of resources being spent in his area of the County.

ADJOURNMENT

Commissioner Sammy Hall made a motion to adjourn the Regular Meeting at 6:55 p.m. Commissioner Kendrick Butts seconded the motion and it passed unanimously.

Respectfully submitted,



Emily C. Davis  
Chair



Cynthia K. Cunningham  
County Clerk

A RESOLUTION TO TERMINATE THE FACILITY LEASE/SERVICE AGREEMENT FOR THE CENTER FOR AVIATION PROMOTION AND FLIGHT INSTRUCTION; AND FOR OTHER PURPOSES.

WITNESSETH:

WHEREAS, Baldwin County (the "County") is a duly formed political subdivision of the State of Georgia;

WHEREAS, on or about January 6, 2021, Baldwin County entered into a Facility Lease/Service Agreement ("Lease") with Faithful Guardian Aviation, LLC ("Faithful Guardian");

WHEREAS, Faithful Guardian has failed to keep its covenants under the Lease;

WHEREAS, the Lease provides the County the option to terminate the Lease should Faithful Guardian fail to keep any of its covenants after written notice to correct such violation

within thirty (30) days;

WHEREAS, on April 18, 2023, the County Attorney put Faithful Guardian on notice that it was in default under the terms of the Lease;

WHEREAS more than thirty (30) days have passed since Faithful Guardian's notice of default and Faithful Guardian has failed to cure such default; and

WHEREAS, the Board of Commissioners desires to terminate the Lease and take any necessary legal action to recover possession of those premises currently leased to Faithful Guardian.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Baldwin County, Georgia, and it is hereby resolved by authority of the same, as follows:

1. Incorporation of Recitals. The above stated recitals are true and correct and are incorporated as though fully set forth herein.
2. Termination of Lease. The County hereby elects to terminate the Lease and take possession of the premises.
3. Authorization of County Staff, Employees, and Attorney. The Board of Commissioners hereby authorizes the County's staff, employees, and attorney to take all actions necessary or convenient to effectuate the purposes of this resolution, including the County Attorney to provide written notice of termination of the Lease to Faithful Guardian and to take or file any necessary legal action on behalf of the County to retake possession of the premises.
4. Severability. In case any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any

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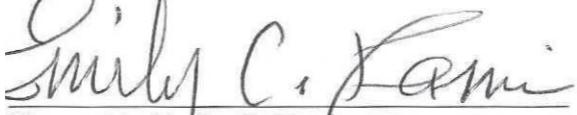
other provision of this resolution, but this resolution shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

5. Repeal of Conflicting Resolutions. Any and all resolutions in conflict with this resolution this day passed be and they are hereby repealed.

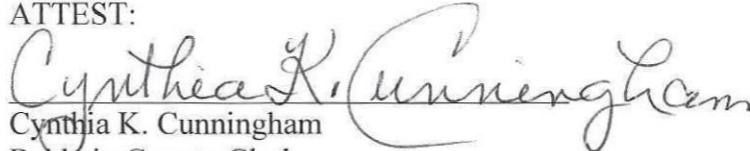
6. Effective Date. This Resolution shall take effect immediately upon its adoption.

SO RESOLVED, this            day of June, 2023.

BALDWIN COUNTY, GEORGIA

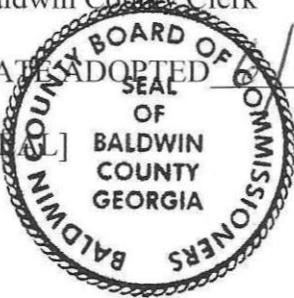
  
Honorable Emily C. Davis  
Chair, Baldwin County Board of Commissioners

ATTEST:

  
Cynthia K. Cunningham  
Baldwin County Clerk

DATE ADOPTED 6/6/23

[SEAL]





GEORGIA  
PUBLIC

DEFENDER GEORGIA INDIGENT DEFENSE SERVICES  
AGREEMENT COUNCIL

THIS AGREEMENT is entered into this \_\_\_\_\_ day of 2023, among the Georgia Public Defender Council (herein referred to as "GPDC"), the Circuit Public Defender Office of the Ocmulgee Judicial Circuit (herein referred to as "the Public Defender Office"), and the governing authority of Baldwin County, body politic and a subdivision of the State of Georgia (herein referred to as "the County") and is effective July 1, 2023.

WITNESSETH:

WHEREAS, the Public Defender Office, the County, and GPDC enter into this agreement to implement the provisions of the Georgia Indigent Defense Act of 2003, as amended, including the provisions quoted below; and

WHEREAS, O.C.G.A. S 17-12-23 (d) provides as follows:

(d) 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. If a city or county does not contract with the circuit public defender office, the city or county shall be subject to all applicable rules, regulations, policies, and standards adopted by the council for representation of indigent persons in this state; and

WHEREAS O.C.G.A. S 17-12-25 (b) provides as follows:

The county or counties comprising the judicial circuit may supplement the salary of the circuit public defender in an amount as is or may be authorized by local Act or in an amount as may be determined by the governing authority of the county or counties, whichever is greater, and

WHEREAS O.C.G.A. S 17-12-30 (c) (7) provides as follows:

The governing authority of the county or counties comprising a judicial circuit may supplement the salary or fringe benefits of any state paid position appointed pursuant to this article; and

WHEREAS O.C.G.A. S 17-12-34 provides as follows:

The governing authority of the 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. The provisions of an office, utilities, telephone expenses, materials, and supplies shall be subject to the budget procedures required by Article 1 of Chapter 81 of Title 36; and

WHEREAS O.C.G.A. S 17-12-35 provides as follows:

A circuit public defender office may contract with and may accept funds and grants from any public or private source; and

WHEREAS, the County is a body politic, existing and operating under the laws and Constitution of the State of Georgia with full power to enter into contracts and agreements with other political entities; and

WHEREAS, the Public Defender Office is existing and operating under the laws and Constitution of the State of Georgia with full power to enter into contracts and agreements with other entities; and

WHEREAS, the GPDC is existing and operating under the laws and Constitution of the State of Georgia with full power to enter into contracts and agreements with other entities; and

WHEREAS, GPDC is the fiscal officer for the Public Defender Office; 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 the Georgia Public Defender Council. 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 their 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;
- (5) Salary supplements; and
- (6) The provision for other matters necessary to carry out this agreement.

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. The Public Defender Office agrees to provide for the Ocmulgee Judicial Circuit full-time staff for a circuit public defender office or offices consisting 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. The Public Defender Office agrees to provide representation to indigent defendants in the following cases:

- (1) Felony and misdemeanor cases prosecuted in the Superior Court of Baldwin 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 Baldwin County on a revocation of probation;
- (3) Cases prosecuted in the Juvenile Courts of Baldwin County in which a child may face a disposition in a delinquency case 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. The Public Defender Office agrees to provide for legal representation by a qualified attorney who is not an employee of the Public Defender Office in cases described in Section 1.02 in which a Public Defender Office has a conflict of interest.

## ARTICLE 2

### ADDITIONAL PERSONNEL AND SERVICES

Section 2.01 Additional personnel and services. The Public Defender Office agrees to provide and the County agrees to pay for the services and personnel described in Attachment A. These positions will be funded by the County along with the other counties in the Ocmulgee Judicial Circuit and will be administered by GPDC as contemplated in OCGA 17-12-32. The parties agree to the terms in Attachment A. Attachment A is incorporated into this agreement by reference. The parties agree to the payment terms in Attachment B. Attachment B is incorporated into this agreement by reference. The amount to be paid includes a 5% administrative services fee. 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. Any additional personnel employed by the Public Defender Office pursuant to this section are 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 serve at the pleasure of the 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 BY THE COUNTY OF THEIR 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.

Section 3.01 Office expenses. In addition to the personnel expenses described in Article 2 and Attachment A, each County agrees to pay its pro rata share of the county funded non-personnel portion of the budget provided in Attachment A, which is the budget for appropriate offices, utilities, telephone expenses, materials, technical support, 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 reflected in Attachment A. The amount to be paid includes a 4% administrative services fee- The funds shall be disbursed in accordance with the procedures outlined in Section 4.01 of this agreement. The parties agree to the terms in Attachment A. Attachment A is incorporated into this agreement by reference. The parties agree to the payment terms in Attachment B. Attachment B is incorporated into this agreement by reference.

Section 3.02 Administration of Office Expenses. GPDC agrees to be the fiscal agent for the administration of office expenses. GPDC will process and mail checks in payment of invoices approved by the Circuit Public Defender, drawn on those County funds made payable to vendors at the addresses shown on the invoices. "Payment" for purposes of this agreement means preparation of a check by GPDC in its normal course and procedure and its mailing in properly addressed envelopes with sufficient postage into the United States Mail.

Section 3.03 Procedure for payment. The County or the Public Defender Office, or both, will make purchases and enter into financial obligations for office expenses. Upon approval by the Circuit Public Defender, an invoice will be transmitted to GPDC. GPDC shall pay the amount stated on the invoice with funds provided by the County for the purpose of paying for such expenses. The payment of the office expenses under this agreement will be paid only out of County funds supplied to GPDC for the sole purpose of paying for office expenses.

Section 3.04 Responsibility. The County will deliver funds to GPDC at its own risk until receipt is acknowledged by GPDC. GPDC's sole duty with regard to County funds, other than their proper expenditure, will be their deposit into a state depository demand account. Interest, if any, will accrue to the general fund of the state treasury. GPDC bears responsibility for properly remitting payment for invoices approved by the Circuit Public Defender provided sufficient from the County exist. The County bears the legal responsibility for any claim that arises from the GPDC's inability to remit payment due to insufficient funds for said office expenses.

Section 3.05 Limitation of liability. Under no circumstances shall GPDC be obligated to pay for the office expenses out of funds other than those provided by the County for that purpose. Without limiting the foregoing, GPDC is not obligated to pay for office expenses out of state funds or other funds available to GPDC. GPDC undertakes only to receive funds from the County and to process and mail checks in payment of invoices approved by the Circuit Public Defender. GPDC shall have no further legal obligation in any circumstance or event beyond the amount of funds received from the County for the purpose of paying for office expenses under this agreement. In the event that GPDC fails to make payment on an invoice that has been properly processed and county funds are available, the exclusive remedy for any tort claim against GPDC will be the Georgia Tort Claims Act.

Section 3.06 Taxes. The County will pay all taxes lawfully imposed upon it with respect to the office expenses. GPDC makes no representation whatsoever as to the liability Of exempån from liability of the County to any tax imposed by any governmental entity.

## ARTICLE 4

### TRAVEL AND REIMBURSEMENT OF EXPENSES

Section 4.01 Travel and expense reimbursement. The County agrees to provide travel advances and to reimburse expenses which may be incurred in the performance of the employee's official duties 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. The County shall provide the Public Defender Office with the information concerning the travel advances and expense reimbursements required by the State Auditor.

## ARTICLE 5

### MISCELLANEOUS

Section 5.01 Term. The term of this agreement is one (1) year beginning July 1, 2023 and ending June 30, 2024.

Section 5.02 Maintenance of effort. The County agrees that it will continue to fund indigent defense for the term of this agreement, at a minimum, at the level of its most recent budgeted level of funding (the current fiscal year Of the planned budget for the next fiscal year if that budget has already been developed) for indigent defense and as part of this support each 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, provision Of other part (hereinafter collectively referred to as "part") of this agreement that is judged, held, found, or declared to be voidable, void, invalid, illegal or otherwise not fully enforceable shall not affect any other part of this agreement, and the remainder of this agreement shall continue to be of 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 to be of full force and effect.

Section 5.04 Cooperation, dispute resolution and jurisdiction. (a) The Public Defender Office and the County collectively and individually acknowledge that this agreement may need to be revised periodically to address new Of 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, and 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 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 and at the address indicated below:

Circuit Public Defender Office of the Ocmulgee Judicial Circuit:  
John Bradley  
Circuit Public Defender  
Post Office Box 747  
Gray, Georgia 31032

Baldwin County:

Baldwin County Board of  
Commissioners 121 North Wilkinson  
Street, Suite 314 Milledgeville, Georgia  
31061

Georgia Public Defender Council:

Omotayo Alli, Director  
270 Washington Street, Suite 6079  
Atlanta, Georgia 30334

Section 5.06 Agreement modification. This agreement, including all Attachments hereto, 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 prior to the budget revision becoming effective to budget revisions which do 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 hereto with respect to the subject matter of this agreement. After the agreement has been approved by the Director of the Georgia Public Defender Council, no modifications may be made without prior notice to the Director of the council.

Section 5.07 Termination. (a) Due to non-availability of funds. In the event that any of the sources of reimbursement for services under this agreement (appropriations from the General Assembly of the State of Georgia, or appropriations from a county governing authority) is reduced during the term of this agreement, 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. The certification by the director of the Georgia Public Defender Council of the occurrence of reduction in State funds is conclusive. The certification of the occurrence of the reduction in county funds by the person designated in Section 5.05 for the receipt of notice for each of the County of the occurrence of the reduction in county funds is conclusive. The County agree to promptly notify the Public Defender Office in writing of the non-existence of insufficiency of funds and the date of termination. 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 County and the Public Defender Office 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 any 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 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 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 of 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 Public Defender Office and the County agree to comply with the provisions of Section 5.08<sup>(b)</sup>.

Section 5.08 Cooperation in transition of services. (a) At the beginning of the agreement. The County agrees upon the beginning of this agreement to cooperate as requested by the Public Defender Office to effectuate the smooth and reasonable transition of services for existing clients, if applicable. This includes but is not limited to

the payment for the continuation of representation by current counsel where appropriate Of required by law, court rule Of the State Bar of Georgia ethical standards or the facilitation of the timely transfer to the Public Defender Office of the client records.

(b) During Of at the end of the agreement. The Public Defender Office agrees upon termination or expiration of this agreement, in whole Of in part, for any reason to cooperate as 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 the Public Defender for all post-terminaãon or post-expiration services under this subsection. The Public Defender Office shall submit a monthly expenditure report containing all charges incurred during the preceding month on or before the 5<sup>a</sup> 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 termination or expiration of the agreement.

(c) Statutory responsibility continuation. The Public Defender Office and the County acknowledge that both have responsibilities for indigent defense costs under the Georgia Indigent Defense Act of 2003, as amended and that the termination or expiration of this agreement does not relieve either party of their responsibility under the law.

Section 5.09 Advance of Funds. The parties agree that advances of funds cannot remain outstanding following agreement termination or expiration and will be reclaimed. The parties agree that upon termination of this agreement, for any reason, all unexpended and unobligated funds held by the parties revert to the party entitled to the funds. The parties agree to reconcile expenditures against advances of funds within 30 days of termination of this agreement.

Section 5.10 Time. Time is of the essence.

IN WITNESS WHEREOF, the parties have each here unto affixed their signatures the day and year first written above.

ATTEST:

*Cynthia*  
*Clenningsome*  
*Clerk*  
BY: *Emily C. Lam*  
Signature  
*Chair*  
Title

Circuit Public Defender

ATTEST:

\_\_\_\_\_  
BY: \_\_\_\_\_  
Signature  
Circuit Public  
Defender

ATTEST: Consented to:

Georgia Public Defender Council

BY: \_\_\_\_\_

Signature

Director

Ocmulgee Judicial Circuit

ATTACHMENT B - Personnel & Operating Expenditures  
Baldwin County

July 1, 2023 - June 31, 2024

The County agrees to pay the Public Defender Office \$232,354.38 in 12 monthly installments of \$19,362.86. Installments are due to the Georgia Public Defender Council (GPDC) on the 15+1 of the preceding month beginning on June 1.5, 2023. Invoices will be sent to the following address:

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

GPDC  
Attn: Jason Ring  
270 Washington Street  
Suite 6079  
Atlanta, GA 30334

The Public Defender Office agrees to use these funds for the purpose of paying the salary and benefits for county funded public defenders and assistants (Article 2) in addition to the expenditures necessary to equip, maintain, and furnish the Public Defender Office (Article 3).

These employees provide representation to indigent defendants in Superior Courts and Juvenile delinquency proceedings -

They may also provide legal representation to indigent defendants in State Court of Baldwin County in accordance with the additional services provisions set below:

Definition. For the purposes of this agreement and this attachment the term "additional services" means services provided by the Public Defender Office in addition to those services that the Public Defender Office is required by law to provide.

Additional Services. The Public Defender Office agrees to provide and the County agrees to pay for the additional services described in this attachment. The parties agree to the terms of this attachment and this attachment is incorporated into this agreement by reference. The amount to be paid in this attachment includes a 5% administrative fee. Any additional personnel employed by the Public Defender Office pursuant to this attachment are 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.

Compliance with Standards. Subject to the availability of resources, the Public Defender Office agrees to provide the additional services provided for in this attachment in a professional manner consistent with the

standards adopted by the Georgia Public Defender Council. In the event the Public Defender Office's caseload reaches a size that prevents the Public Defender Office from providing the additional services in a manner which meets the standards adopted by the Georgia Public Defender Council, the Public Defender Office may give the County 30 days written notice of its intent to suspend taking new additional services cases pursuant to this attachment. The provisions of Section 5.08 shall apply during the period of the suspension. The Public Defender Office shall give the County 10 days written notice of its intent to lift the suspension of the additional services. At any time during a period of suspension of the additional services up to and including the 5<sup>th</sup> calendar day after the County receives notice from the Public Defender Office of its intent to lift the suspension, the County may elect to terminate its obligations under this attachment by giving the Public Defender Office written notice thereof; in which event the parties obligations under this attachment immediately terminate subject to the provisions of Section 5.08.

The Public Defender Office agrees to provide representation in the following court:

(a) State Court of Baldwin County.

(1) Misdemeanor or ordinance violation cases in which there is a possibility that a sentence of imprisonment or probation or suspension of sentence of imprisonment may be adjudged.

(2) Hearings on a revocation of probation.

Baldwin County remains responsible for the cost of providing legal representation by an attorney who is not an employee of the Public Defender's Office in cases where the Circuit Public Defender determines that there may be a conflict of interest.