

## BALDWIN COUNTY REGULAR MEETING

June 06, 2023 1601 N Columbia St, Suite 220 6:00 PM

#### **AGENDA**

#### **CALL TO ORDER**

#### **INVOCATION**

#### PLEDGE OF ALLEGIANCE

#### **APPROVAL OF MINUTES**

1. May 16, 2023 Regular Meeting

May 16, 2023 Executive Session

May 30, 2023 Called Meeting

#### **ADMINISTRATIVE/FISCAL MATTERS**

- 2. Faithful Guardian Aviation Contract County Manager
- 3. Public Defender Budget FY 2024 Assistant County Manager
- 4. Superior and Juvenile Court Budgets FY 2024 Assistant County Manager

#### OLD BUSINESS

#### **NEW BUSINESS**

#### **COUNTY MANAGER'S REPORT**

#### PUBLIC COMMENT PERIOD FOR NON-AGENDA ITEMS

#### **ADJOURNMENT**

#### **REMINDERS**

June 19, 2023, Monday, All Non-Emergency Departments will be closed in observance of Juneteenth.

June 20, 2023, Tuesday, 6:00 p.m., Regular Meeting, Government Building, 1601 North Columbia Street, Suite 220.

July 4, 2023, Tuesday, All Non-Emergency Departments will be closed in observance of Independence Day.

July 4, 2023, Tuesday, The Regular Meeting of the Board of Commissioners will not be held due to Independence Day Holiday.

July 18, 2023, Tuesday, 6:00 p.m., Regular Meeting, Government Building, 1601 North Columbia Street, Suite 220.



## BALDWIN COUNTY COMMISSIONERS REGULAR MEETING

May 16, 2023 1601 N Columbia St, Suite 220 6:00 P.M.

#### **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**

Deacon Chris Hightower delivered the Invocation

#### **PLEDGE OF ALLEGIANCE**

Mr. Aaron Wright led the Pledge.

#### **PRESENTATIONS**

#### Proclamation Declaring National Salvation Army Week

County Manager Carlos Tobar read a Proclamation proclaiming the week of May 15-21, 2023 as National Salvation Army Week.

#### Proclamation Declaring Older Americans Month

County Manager Carlos Tobar read a Proclamation proclaiming May 2023 as Older Americans Month.

#### Water Tech Degree Program

Ms. Kate Pope of Georgia Military College presented information about the Water Tech Degree Program now being offered.

#### Keep Milledgeville Baldwin Beautiful (KMBB)

Dr. Jeffrey Wells presented an update on KMBB activities.

#### **APPROVAL OF MINUTES**

Commissioner Kendrick Butts made a motion to approve the minutes of the April 18, 2023 Regular Meeting and the April 18, 2023 Executive Session as submitted. Commissioner Sammy Hall seconded the motion and it passed unanimously.

#### **ADMINISTRATIVE / FISCAL MATTERS**

#### **Motorola Solutions Contract**

Assistant County Manager Dawn Hudson presented information on the lease – purchase agreement between Motorola Solutions and Baldwin County for P25 System Enhancement and Radio Upgrades. She presented background information on the present system used by the County which was purchased in 2011 and had a useful life of 10 years. Ms. Hudson reported that as one of the top priorities for the 2023 SPLOST, County Management along with the Sheriff, Fire Chief, E911 Director and EMA Director met with Motorola representatives and technicians to develop a proposal for the system and radio upgrades which are much needed at this time.

Assistant County Manager Hudson presented a Resolution authorizing the execution and delivery of the equipment lease – purchase agreement and other required documents.

Commissioner Kendrick Butts made a motion to adopt the Resolution as presented authorizing the execution and delivery of the equipment lease – purchase agreement with Motorola Solutions. Commissioner Henry Craig seconded the motion and it passed unanimously.

A copy o	f the Resolution is	herewith a	attached and	d made an	official p	part of the	e minutes a
pages	and						

#### Transportation Special Purpose Local Option Sales Tax (T-SPLOST) Timeline

County Manager Carlos Tobar presented information regarding the timeline for getting the T-SPLOST on the ballot. He requested Board authorization to send a letter to the City notifying them of the County's intent to call for a referendum. Mr. Tobar stated the letter will notify the City of a meeting called by the County including date, time, place and purpose. The formal meeting must be called by the County to discuss projects to be included in the referendum and the rate of tax. He reported the law states that the formal meeting must be held at least thirty (30) days prior to the calling of a referendum, and the notice must be delivered or mailed at least ten (10) days prior to the date of the meeting. Mr. Tobar stated the notification must be received by the City no later than June 21<sup>st</sup>. Commissioner Craig recommended sending the letter to the City right away.

Commissioner Henry Craig made a motion to authorize County Manager Tobar to send a formal notification letter to the City of Milledgeville to begin the process for a T-SPLOST referendum. Commissioner Kendrick Butts seconded the motion and it passed unanimously.

#### **Amendment to JAG Contracts**

Assistant County Manager Dawn Hudson stated the County currently has contracts with Judicial Alternatives of Georgia (JAG) to provide supervision and probation services for Superior Court, State Court and Magistrate Court. She stated JAG has requested an increase in their fees of \$5.00 per month for their services. She reported the three judges have already signed off on the increase which will be effective only on new cases beginning July 1, 2023 until the end of the current contracts. Ms. Hudson stated these fees are paid by the defendants and there are no charges to the County.

Commissioner Henry Craig made a motion to approve the amendments to JAG Contracts for probation services for Superior Court, State Court and Magistrate Court as presented. Vice Chair John Westmoreland seconded the motion and it passed by the following vote:

Aye: Craig, Hall, Westmoreland, Davis Nay: Butts

#### Georgia Power Easement

County Manager Carlos Tobar reported Georgia Power Company currently has an easement on the property owned by the County at 113 Towns Street. He stated Georgia Power is currently working on a tree trimming / clearing project to increase service reliability and are requesting a wider easement on the property. This additional easement will allow Georgia Power permission to trim, cut, and/or remove trees and other obstructions located within twenty (20) feet of the centerline of the existing overhead lines of the company. Mr. Tobar stated the County is not obligated to participate. However, Georgia Power is willing to compensate the County for the rights. County Manager Tobar asked if Commissioners would like to donate the property easement or request reimbursement from Georgia Power.

After discussion, Vice Chair John Westmoreland made a motion to table the matter until additional information is presented. Commissioner Kendrick Butts seconded the motion.

County Manager Tobar stated the payment request form included in the documents shows a payment of \$600.00 to the County for the easement.

Based on the additional information, Commissioner Henry Craig requested an amendment to the motion to grant the easement as requested by Georgia Power. Vice Chair John Westmoreland amended his motion to table the matter and motioned to grant the easement to Georgia Power at 113 Towns Street for the amount of \$600.00 pending legal approval. Commissioner Kendrick Butts accepted the amendment. The Board voted unanimously to approve granting the easement to Georgia Power at 113 Towns Street for \$600.00 pending legal approval by the County Attorney.

#### **OLD BUSINESS**

There was no Old Business to come before the Board.

#### **NEW BUSINESS**

Representative Mack Jackson addressed the Board.

Chair Davis congratulated Commissioner Henry Craig on being elected President of the Association County Commissioners of Georgia. Commissioner Craig stated he is looking forward to advocating for Baldwin County and other counties as he serves in this capacity. He stated mental health is a major issue in our community and state, and he feels a change must be made in the way the mental health situation is dealt with.

Chair Davis stated she has been chosen to serve on the Middle Georgia Regional Commission Council on Aging.

Chair Davis recognized the following events that have recently taken place: National Public Safety Telecommunicators Week; Administrative Professionals Day; National Firefighters Day; Public Service Recognition Week and Emergency Medical Services Week.

#### **COUNTY MANAGER'S REPORT**

County Manager Carlos Tobar presented an update on County activities / projects to include status of various grant applications; update on Georgia Initiative for Community Housing (GICH) meeting; awaiting DCA approval to award the 2024 GICH points for a Baldwin County veterans housing project and another housing rehabilitation grant as well as authorization to go out to bid on the first three homes to be rehabilitated; working on the Urban Redevelopment Plan; FAA certifications and contracts have been signed and submitted for the Terminal Apron Expansion / Precision Approach Path Indicator replacement; County co-sponsoring Juneteenth Celebration; LMIG bid opening June 6 at 10:00 a.m.; disk golf course baskets should be received in early June; fundraising for the Aquatic Center continues; requested authorization for submission of pre-application which will be matched with \$500,000 SPLOST funds; Boddie voting precinct moving to old jail and work will begin soon; Soil and Water Conservation renewed lease for another year with rent of \$646.34 monthly; County Engineer preparing to rehabilitate Meriwether Convenience Center; track at soccer field will be resurfaced and a fence will be constructed around track to keep bikes and motorized all terrain vehicles off the track.

#### **PUBLIC COMMENT PERIOD FOR NON-AGENDA ITEMS**

Ms. Carol Clowers, 2585 Belfair Drive, addressed the Board regarding an issue with her landlord.

Ms. Susie Marshall, 196 Frazier Drive, thanked County Manager and Commissioner Butts for their assistance regarding the trash situation. She also reported the speed indicator sign on Youngblood Road is not set correctly and discussed law enforcement response time to an incident.

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.

Item 1.

Mr. Gregory Barnes, 3736 Sussex Drive, addressed the Board regarding an Open Records Request that he previously submitted.

#### **EXECUTIVE SESSION**

Commissioner Sammy Hall made a motion to adjourn into Executive Session at 7:45 p.m. to discuss pending litigation. Commissioner Kendrick Butts seconded the motion and it passed unanimously.

#### **RECONVENE REGULAR SESSION**

Commissioner Henry Craig made a motion to reconvene the Regular Session at 8:05 p.m. Vice Chair John Westmoreland seconded the motion and it passed unanimously.

#### **ADJOURNMENT**

Commissioner Henry Craig made a motion to adjourn the Regular Meeting at 8:05 p.m. Commissioner Sammy Hall seconded the motion and it passed unanimously.

Respectfully submitted,

Emily C. Davis Chair

Cynthia K. Cunningham County Clerk



## BALDWIN COUNTY COMMISSIONERS CALLED MEETING

June 30, 2023 1601 N Columbia St, Suite 220 10:00 A.M.

#### **MINUTES**

#### **MEMBERS PRESENT**

Emily Davis John Westmoreland Henry Craig

#### **MEMBERS ABSENT**

Kendrick Butts Sammy Hall

#### **OTHERS PRESENT**

Carlos Tobar
Dawn Hudson
Cindy Cunningham

#### **CALL TO ORDER**

Chair Emily Davis called the Meeting to order at 10:00 a.m.

#### **INVOCATION**

County Manager Carlos Tobar delivered the Invocation

#### **PLEDGE OF ALLEGIANCE**

Vice Chairman John Westmoreland led the Pledge.

#### **ADMINISTRATIVE / FISCAL MATTERS**

Resolution Establishing Additional Facilities for Holding Superior Court, Juvenile Court and State Court

County Manager Carlos Tobar presented a Resolution establishing additional space for holding Superior Court, Juvenile Court and State Court away from the Courthouse when needed. Mr. Tobar stated the Courthouse renovations necessitate the establishment of additional space at this time. The additional facilities include the City of Milledgeville Municipal Court and the Baldwin County Government Building Suite 210. The Resolution reaffirms the previous designation of Walter B. Williams Recreational Center gymnasium and the Baldwin County Law Enforcement Center Courtroom.

Commissioner Henry Craig made a motion to approve the Resolution as presented.	Vice
Chairman John Westmoreland seconded the motion and it passed unanimously.	

A copy of the	Resolution i	s herewith	attached	and	made a	an official	part of	the	minutes	at
pages	and									

Resolution Supporting Georgia Department of Natural Resources Land and Water Conservation Fund Grant Pre-Application

County Manager Tobar presented a Resolution supporting the grant pre-application to Georgia Department of Natural Resources Land and Water Conservation Fund for construction of the aquatic center.

Vice Chairman John Westmoreland made a motion to approve the Resolution as presented. Commissioner Henry Craig seconded the motion and it passed unanimously.

Item	1.

A copy of the Resolution is herewith attached and made an official part of the minutes at pages and
OTHER BUSINESS
Vice Chair John Westmoreland asked County Manager Tohar for an undate on the timeline

Vice Chair John Westmoreland asked County Manager Tobar for an update on the timeline for the T-SPLOST. He responded the Resolution must be approved by the end of June. County Manager Tobar stated he would prepare a letter of notice and deliver it to the City.

#### **ADJOURNMENT**

Commissioner Henry Craig made a motion to adjourn the Called Meeting at 10:15 a.m. Vice Chair John Westmoreland 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

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.

SO RESOLVED, this day of June, 20.
BALDWIN COUNTY, GEORGIA
Honorable Emily C. Davis Chair, Baldwin County Board of Commissioners
ATTEST:
Cynthia K. Cunningham
Baldwin County Clerk
DATE ADOPTED
[SEAL]





#### **OCMULGEE CIRCUIT PUBLIC DEFENDER'S OFFICE**

In all criminal prosecutions, the accused shall enjoy the right ... to the assistance of counsel for his defense.

U.S. Constitution, Amendment VI

Milledgeville Office:

John Bradley, CPD
Sheri Smith, APD
Jessica Young, APD
Claudia Mitcham, APD
James W. P. Barnes,
Attorney
Bethany Begnaud-Stroberg,
Attorney, Juvenile Court
Sherri Marshburn,
Administrative Assistant
Nancy Gordon
Administrative Assistant

P.O. Box 1429 Milledgeville, GA 31059 Ph. (478)445-8100 Fax (478)445-8111

#### Gray Office:

Kevin D. Ströberg, Chief APD Thomas O'Donnell, APD Leonard D. Myers, Jr.,APD Heather Murray, Investigator Tamara Myrick, Administrative Assistant

P.O. Box 747 Gray, GA 31032 Ph. (478)986-6185 Fax (478)986-6359

Greensboro Office: Charles Taylor, APD Diana Moreno, Administrative Assistant

113 N Main Street Greensboro, GA 30642 Ph. (706)454-7012 Fax (706)454-1204 May 26, 2023

Ms. Dawn Hudson Assistant County Manager Baldwin County Board of Commissioners 1601 N. Columbia St, Suite 230 Milledgeville, Georgia 31061

Re: Public Defender Budget FY 2024

Hi Ms. Hudson,

Attached is the budget for the Public Defender's Office for FY 2024 which runs from July 1, 2023 to June 30, 2024. The total cost to Baldwin County totals \$232,354.38 for the year on monthly payments of \$19,362.86. This includes \$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, our office provides representation of defendants in the Ocmulgee Circuit Adult Treatment Court (ATCC) including both the Drug and Mental Health Courts.

Also enclosed is the contract for indigent defense services for FY 2024. Once the contract has been signed please return it to me at P.O. Box 1429, Milledgeville, Georgia 31059 and I will forward it to Atlanta. Please contact me at (478) 445-8100 if you have any questions. My thanks to Baldwin County for your continued support.

Sincerely,

John H. Bradley
Circuit Public Defender

#### OCMULGEE CIRCUIT PUBLIC DEFENDER OFFICE July 1, 2023 - June 30, 2024

Item 3.

tari e e e e e e de la composição de la completação do	CC	UN	TY FUNDE	E <b>D</b> -	Public Defe	ende	r and Assista	ants	2 11 U 11 THE	
Name	#		Salaries		FICA		Retirement	Health Insurance	Unemployment	
OTAL:				7.65	5% of Salary	33.	4% of Salary	29.454% of Salary	\$31 per Position	Total
OTAL.	5	\$	330,440.08	\$	25,278.67	\$	109,507,84	\$ 97.327.82		\$ 562 700 4

Control of the state of the sta	CO	UN	TY FUNDE	D - P	ublic Defe	nder	Administra	tive			
Name	# Salaries		Salaries	FICA		Retirement		Health Insurance		Unemployment	
TOTAL:				7.65	% of Salary	33.1	4% of Salary	29.45	4% of Salary	\$31 per Position	Total
TOTAL.	2	\$	77,000.00	\$	5,890.50	\$	25,517.80	\$	22,679.58		\$ 131,149,88

COUNTY FUNDED - Office Expenditures										
		P	er Month		Annual					
Postage	*	\$	182.41	\$	2,188.97					
Printing, Publications, & Media	*	\$	152.01	S	1,824,14					
Supplies & Materials	*	\$	811.44	S	9,737.24					
Repairs & Maintenance	*	\$	273.62	S	3,283,45					
Rents Other than Real Estate	*	\$	622.49	S	7,469,94					
Other Operating	*	\$	486.44	S	5,837.24					
Real Estate Rentals	*	S	2,400.00	8	28,800.00					
Professional Services	*	\$	277.01	\$	3,324,14					
Telecommunications (GTA)	*	\$	194.57	S	2,334.90					
Telecommunications (AT&T, etc)	*	\$	652.90	S	7,834.77					
Legal Resources	*	S	250.00	S	3,000.00					
TOTAL:		\$	6,302.90	S	75,634.78					

TOTAL EXPENDITURES										
		Т	Personnel	Operating						
Public Defender and Assistants	*	\$	562,709,41							
Public Defender Administrative	*	S	131,149,88							
LESS: FY 23 Rollover		S	(50,000.00)							
5% Administrative Fee	344	S	34,692.96							
Office Expenditures	1981		2.,02.50	8	75,634.78					
4% Administrative Fee	i ak			\$	3,025.39					
LESS: FY 23 Rollover				S	(4,500.00)					
TOTAL:		\$	678,552,25	S	74.160.17					

Total Personnel (without \$67,150.00 offset) Total Operating Contract

W	ithout Offset	With Offset
\$	611,402.25	\$ 678,552.25
\$	74,160.17	\$ 74,160.17
\$	685,562.43	\$ 752,712,43

BREAKDOWN BY COUNTY									
			Monthly		Annual				
Baldwin	28.16%	\$	19,362.86	\$	232,354,38				
Greene	9.85%	\$	6,027.32	\$	72,327,90				
Hancock	5.81%	\$	3,319.26	S	39,831.18				
Jasper	8.56%	\$	4,890.35	\$	58,684.14				
Jones	17.66%	\$	10,810.03	S	129,720.32				
Morgan	11.00%	\$	6,284.32	\$	75,411.87				
Putnam	13.07%	S	8,666.92	\$	104,003.02				
Wilkinson	5.89%	\$	3,364.97	\$	40,379.63				
CIRCUIT WIDE TOTAL:	100%	\$	62,726.04	\$	752,712.44				

		Monthly	Annual
Baldwin	28.16%	\$ 17,622.57	\$ 211,470.87
Greene	9.85%	\$ 5,418.59	\$ 65,023,12
Hancock	5.81%	\$ 2,960.21	\$ 35,522,47
Jasper	8.56%	\$ 4,361.34	\$ 52,336.03
Jones	17.66%	\$ 9,718.64	\$ 116,623.64
Morgan	11.00%	\$ 5,604.52	\$ 67,254.25
Putnam	13.07%	\$ 7,859.19	\$ 94,310.27
Wilkinson	5.89%	\$ 3,000.97	\$ 36,011,59
CIRCUIT WIDE TOTAL:	100%	\$ 56,546.02	\$ 678,552.25

AND THE RESERVE OF THE PROPERTY OF THE PROPERT	CONTRACTOR OF CONTRACTOR	Monthly		Annual
Baldwin	28.16%	\$ 1,740.29	\$	20,883,50
Greene	9.85%	\$ 608.73	\$	7,304.78
Hancock	5.81%	\$ 359.06	\$	4,308.71
Jasper	8.56%	\$ 529.01	S	6,348.11
Jones	17.66%	\$ 1,091.39	S	13,096.69
Morgan	11.00%	\$ 679.80	\$	8,157.62
Putnam	13.07%	\$ 807.73	\$	9,692.73
Wilkinson	5.89%	\$ 364.00	\$	4,368.03
CIRCUIT WIDE TOTAL:	100%	\$ 6,180.01	\$	74,160.18

Attachment A

OFFSET FUNDS						
County/City	Guadane en	Amount				
Baldwin	\$	39,300.00				
Greene	S	4,800.00				
Jones	\$	8,650.00				
Putnam	\$	14,400.00				
Total	S	67,150.00				

\*Includes salary, benefits and 5% admin fee

ROLLOVER: FY 23 ⇒ FY 24						
County		Amount	9/0			
Baldwin	\$	15,676.83	31.35%			
Greene	\$	4,782.92	9.57%			
Hancock	\$	2,599.47	5.20%			
Jasper	\$	3,829.86	7.66%			
Jones	\$	8,578.72	17.16%			
Morgan	\$	4,921.55	9.84%			
Putnam	\$	6,975,39	13.95%			
Wilkinson	\$	2,635.26	5.27%			
Total	.\$	50.000.00	100.00%			

ROLLOVER: FY 23 ⇒ FY 24							
County	County Amount						
Baldwin	\$	1,410.91	31.35%				
Greene	\$	430.46	9.57%				
Hancock	\$	233.95	5.20%				
Jasper	\$	344.69	7.66%				
Jones	\$	772.08	17.16%				
Morgan	\$	442.94	9.84%				
Putnam	\$	627.78	13.95%				
Wilkinson	\$	237.17	5.27%				
Total	\$	4,500.00	100.00%				



## IDER GEORGIA INDIGENT DEFENSE SERVICES AGREEMENT

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. § 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, regulation, policies, and standards adopted by the council for representation of indigent persons in this state; and

#### WHEREAS O.C.G.A. § 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. § 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. § 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. § 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

<u>Section 1.01 Statutory Staffing</u>. 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.

<u>Section 1.02 Statutory Services</u>. 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.

<u>Section 1.03 Conflicts</u>. 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.

<u>Section 3.04 Responsibility.</u> 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.

<u>Section 3.05 Limitation of liability.</u> 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.

<u>Section 3.06 Taxes.</u> 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 or exemption from liability of the County to any tax imposed by any governmental entity.

#### **ARTICLE 4**

#### TRAVEL AND REIMBURSEMENT OF EXPENSES

<u>Section 4.01 Travel and expense reimbursement</u>. 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 or 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.

<u>Section 5.03 Severability</u>. Any section, subsection, paragraph, term, condition, provision or 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.

<u>Section 5.04 Cooperation, dispute resolution and jurisdiction</u>. (a) The Public Defender Office and the County collectively and individually 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, 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.

<u>Section 5.05 Notice</u>. 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 in

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 or 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 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 Public Defender Office and the County agree to comply with the provisions of Section 5.08 (b).

<u>Section 5.08 Cooperation in transition of services</u>. (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 or required by law, court rule or 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 or at the end of the agreement. The Public Defender Office agrees upon termination or expiration of this agreement, in whole or 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-termination 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>th</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.

Item 3.

<u>Section 5.09 Advance of Funds.</u> 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:	
	<b>Baldwin County</b>
	BY:
	Signature
ATTEST:	Title
11111231.	Circuit Public Defender
	BY:
	Signature
	Circuit Public
	Defender
ATTEST:	Consented to:
	Georgia Public Defender Council
	BY:
	Signature
	Director



#### Robert W. Chasteen, Jr.

Presiding Judge

### **Sarah F. Wall** *Administrative Judge*

Robert P. "Bob" Nadekow

District Court Administrator

# SUPERIOR COURTS EIGHTH JUDICIAL ADMINISTRATIVE DISTRICT PO BOX C LYONS, GA 30436 (912) 526-6116

To: County Commissioners in the Ocmulgee Judicial Circuit

From: Bob Nadekow, District Court Administrator

Re: Superior and Juvenile Court Budgets for Fiscal Year 2024

Date: February 23, 2023

Enclosed for your review are the Ocmulgee Circuit Fiscal Year 2023 Superior and Juvenile Court Budgets. The proposed budget reflects the actual operating costs for the Superior and Juvenile Courts, including such areas as postage, telecommunications expenses, court reporter fees and supplies and equipment for each Judge's office.

The Juvenile Court Budget reflects actual personnel expenses not provided under the state grant for Juvenile Courts. These expenses are required under the terms and conditions of the legislation (HB 182) which makes the funds available.

The Judges will not be making any requests for additional funds this year. Trials and court are in full session and events are proceeding in a more normal fashion than any time in the last several years.

On behalf of the Judges of the Superior and Juvenile Courts, we thank you for your continued support. If you have any questions or concerns please do not hesitate to contact me.

#### Ocmulgee Judicial Circuit Budget July 1, 2023 - June 30, 2024 Superior Court

	Tr	ammell	Вι	urleson	Petty	٨	lassey	В	radley	Total
Postage	\$	1,710	\$	1,710	\$ 1,710	\$	1,710	\$	1,710	\$ 8,550
Telecommunications	\$	4,100	\$	4,100	\$ 4,100	\$	4,100	\$	4,100	\$ 20,500
Equipment/Supplies	\$	4,400	\$	4,400	\$ 4,400	\$	4,400	\$	4,400	\$ 22,000
Miscellaneous	\$	1,100	\$	1,100	\$ 1,100	\$	1,100	\$	1,100	\$ 5,500
Dues/Fees	\$	750	\$	750	\$ 750	\$	750	\$	750	\$ 3,750
5 Staff Attorney Supplements										\$ 50,000
Circuit IT Expenses										\$ 5,900
Interpreter Services										\$ 4,700
CR Filing Fees										\$ 7,100
FICA (Judge/Law Clerk Supplements)										\$ 13,005
Total	\$	12.060	\$	12.060	\$ 12.060	Ś	12.060	\$	12.060	\$ 141.005

			C	ost Per
County	Population	% of Circuit	(	County
Baldwin	43,799	26.48%	\$	37,338
Greene	18,915	11.44%	\$	16,125
Hancock	8,735	5.28%	\$	7,446
Jasper	14,588	8.82%	\$	12,436
Jones	28,347	17.14%	\$	24,165
Morgan	20,097	12.15%	\$	17,132
Putnam	22,047	13.33%	\$	18,795
Wilkinson	8,877	5.37%	\$	7,567
Totals	165,405	100.00%	\$	141,005

The 2024 Superior and Juvenile Court Budgets, as presented, represent the budgetary needs of these Courts for the next Fiscal year. O.C.G.A. 15-11-18 (i) provides that the Juvenile Courts are assigned and attached for administration purposes to the Superior Courts of their corresponding circuit. The Superior Court Judges do hereby certify these budgets as representing the reasonable and necessary expenses for the operation of these Courts for the fiscal year 2024.

#### **Ocmulgee Judicial Circuit Budget** July 1, 2023 - June 30, 2024 **Juvenile Court**

Travel Telecommun Postage/Sup Maintenance Dues/Fees Contract Juv Contract GA Conflict Rep	oplies e/Operations renile Represe L		\$ \$ \$	120,000 60,000 40,000		65,515 7,000 4,250 5,000 4,000 2,000 220,000
					C	ost Per
County	Population	%			(	County
Baldwin	43,799	26.48%			\$	81,496
Greene	18,915	11.44%			\$	35,195
Hancock	8,735	5.28%			\$	16,253
Jasper	14,588	8.82%			\$	27,144
Jones	28,347	17.14%			\$	52,745
Morgan	20,097	12.15%			\$	37,394
Putnam	22,047	13.33%			\$	41,022
Wilkinson	8,877	5.37%			\$	16,517
Totals	165,405	100.00%			\$	307,765

#### Ocmulgee Judicial Circuit Budget Judicial Supplements July 1, 2023 - June 30, 2024

		# of	# of		Sitting	# Sr.	#				Total
County	Per Judge	Judges	Months	J	udges *	Judges	Months	Sr	. Judge	Su	pplements
Baldwin	\$ 312.50	5	12	\$	18,750	3	12	\$	5,994	\$	24,744
Greene	\$ 212.50	5	12	\$	12,750	3	12	\$	3,596	\$	16,346
Hancock	\$ 212.50	5	12	\$	12,750	3	12	\$	3,596	\$	16,346
Jasper	\$ 212.50	5	12	\$	12,750	3	12	\$	3,596	\$	16,346
Jones	\$ 312.50	5	12	\$	18,750	3	12	\$	5,994	\$	24,744
Morgan	\$ 212.50	5	12	\$	12,750	3	12	\$	3,596	\$	16,346
Putnam	\$ 312.50	5	12	\$	18,750	3	12	\$	5,994	\$	24,744
Wilkinson	\$ 212.50	5	12	\$	12,750	3	12	\$	3,596	\$	16,346
Totals	\$ 2,000.0	5	12	\$	120,000			\$	35,964	\$	155,964

#### Ocmulgee Judicial Circuit Budget July 1, 2023 - June 30, 2024 Court Reporter Supplements

	Per			# of		Total
County	R	eporter	# CR's	Months	Su	oplements
Baldwin	\$	414.35	5	12	\$	24,861
Greene	\$	133.33	5	12	\$	8,000
Hancock	\$	106.66	5	12	\$	6,400
Jasper	\$	93.33	5	12	\$	5,600
Jones	\$	192.32	5	12	\$	11,539
Morgan	\$	133.33	5	12	\$	8,000
Putnam	\$	133.33	5	12	\$	8,000
Wilkinson	\$	120.00	5	12	\$	7,200
Totals	\$ :	1,326.65	5	12	\$	79,599

# Ocmulgee Judicial Circuit Budget July 1, 2023 - June 30, 2024 Superior and Juvenile Court Total by County

Superior Court Budget	\$ 141,005
Juvenile Court Budget	\$ 307,765
Judges Supplements	\$ 155,964
Court Reporter Supplements	\$ 79,599
Total Budget	\$ 684,333

#### **Superior Court**

			Superior		Juvenile		Judge		Court Reporter			
County	Population	%	Court		Court		Supplements		Supplements		<b>Grand Total</b>	
Baldwin	43,799	26.48%	\$	37,338	\$	81,496	\$	24,744	\$	24,861	\$	168,439
Greene	18,915	11.44%	\$	16,125	\$	35,195	\$	16,346	\$	8,000	\$	75,666
Hancock	8,735	5.28%	\$	7,446	\$	16,253	\$	16,346	\$	6,400	\$	46,445
Jasper	14,588	8.82%	\$	12,436	\$	27,144	\$	16,346	\$	5,600	\$	61,526
Jones	28,347	17.14%	\$	24,165	\$	52,745	\$	24,744	\$	11,539	\$	113,193
Morgan	20,097	12.15%	\$	17,132	\$	37,394	\$	16,346	\$	8,000	\$	78,873
Putnam	22,047	13.33%	\$	18,795	\$	41,022	\$	24,744	\$	8,000	\$	92,561
Wilkinson	8,877	5.37%	\$	7,567	\$	16,517	\$	16,346	\$	7,200	\$	47,631
Totals	165,405	100.00%	\$	141,005	\$	307,765	\$	155,964	\$	79,599	\$	684,333