

PUTNAM COUNTY BOARD OF COMMISSIONERS

1



117 Putnam Drive, Suite A ♦ Eatonton, GA 31024

Agenda

Friday, June 7, 2019 ♦ 9:00 AM

Putnam County Administration Building – Room 203

Opening

1. Welcome - Call to Order
2. Invocation
3. Pledge of Allegiance (staff)
4. Special Presentation
 - a. Departmental Presentation - Oconee Springs Park

Regular Business Meeting

5. Public Comments
6. Approval of Agenda
7. Consent Agenda
 - a. Approval of Minutes - May 21, 2019 Regular Meeting (staff-CC)
 - b. Approval of Minutes - May 21, 2019 Executive Session (staff-CC)
 - c. Approval of Minutes - May 23, 2019 Work Session (staff-CC)
 - d. Approval of 2019 Alcohol License (staff-CC)
 - e. Ratification of Appointment(s) to the 2020 Census Complete Count Committee (BW)
 - f. Authorization for Chairman to sign 2019 ACCG-GHBP Health Promotion & Wellbeing Grant Application (staff-HR)
8. Authorization for Chairman to sign Georgia Indigent Defense Services Agreement (staff-Fin)
9. Approval of the 2019-2020 Contract between Putnam County and the Eatonton-Putnam Chamber of Commerce (BW)
10. Request for Funding from Middle Georgia Regional Commission for the 21st Century Partnership (staff-CM)

Reports/Announcements

11. County Manager Report
12. County Attorney Report
13. Commissioner Announcements

Executive Session

14. Motion to enter Executive Session as allowed by O.C.G.A. 50-14-4, if necessary, for Personnel, Litigation, or Real Estate
15. Motion to reopen meeting and execute Affidavit concerning the subject matter of the closed portion of the meeting
16. Action, if any, resulting from the Executive Session

Closing

17. Adjournment

The Board of Commissioners reserves the right to continue the meeting to another time and place in the event the number of people in attendance at the meeting, including the Board of Commissioners, staff, and members of the public exceeds the legal limits. The meeting cannot be closed to the public except by a majority vote of a quorum present for the meeting. The board can vote to go into an executive session on a legally exempt matter during a public meeting even if not advertised or listed on the agenda. Individuals with disabilities who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the facilities are required to contact the ADA Compliance Officer, at least three business days in advance of the meeting at 706-485-2776 to allow the County to make reasonable accommodations for those persons.

Item Attachment Documents:

7. Consent Agenda
 - a. Approval of Minutes - May 21, 2019 Regular Meeting (staff-CC)
 - b. Approval of Minutes - May 21, 2019 Executive Session (staff-CC)
 - c. Approval of Minutes - May 23, 2019 Work Session (staff-CC)
 - d. Approval of 2019 Alcohol License (staff-CC)
 - e. Ratification of Appointment(s) to the 2020 Census Complete Count Committee (BW)
 - f. Authorization for Chairman to sign 2019 ACCG-GHBP Health Promotion & Wellbeing Grant Application (staff-HR)

The Board of Commissioners reserves the right to continue the meeting to another time and place in the event the number of people in attendance at the meeting, including the Board of Commissioners, staff, and members of the public exceeds the legal limits. The meeting cannot be closed to the public except by a majority vote of a quorum present for the meeting. The board can vote to go into an executive session on a legally exempt matter during a public meeting even if not advertised or listed on the agenda. Individuals with disabilities who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the facilities are required to contact the ADA Compliance Officer, at least three business days in advance of the meeting at 706-485-2776 to allow the County to make reasonable accommodations for those persons.

PUTNAM COUNTY BOARD OF COMMISSIONERS



117 Putnam Drive, Suite A ♦ Eatonton, GA 31024

Minutes

Tuesday, May 21, 2019 ♦ 6:30 PM

Putnam County Administration Building – Room 203

The Putnam County Board of Commissioners met on Tuesday, May 21, 2019 at approximately 6:30 PM in the Putnam County Administration Building, 117 Putnam Drive, Room 203, Eatonton, Georgia

PRESENT

- Chairman Billy Webster
- Commissioner Kelvin Irvin
- Commissioner Daniel Brown
- Commissioner Bill Sharp
- Commissioner Trevor Addison

STAFF PRESENT

- County Attorney Barry Fleming
- County Manager Paul Van Haute
- Deputy County Manager Lisa Jackson
- County Clerk Lynn Butterworth

Opening

1. Welcome - Call to Order

Chairman Webster called the meeting to order at approximately 6:33 p.m.
(Copy of agenda made a part of the minutes on minute book page _____.)

2. Invocation

Pastor Pete Mattix gave the invocation.

3. Pledge of Allegiance (BW)

Commissioner Addison led the Pledge of Allegiance and dedicated it to former Board of Commissioners Chairman Donald L. Ridley, who recently passed away.

4. Special Presentation - Safe Boating Proclamation (TA)

A proclamation supporting the goals of the North American Safe Boating Campaign and proclaiming May 18-24, 2019, as National Safe Boating Week was presented to Mr. David Hogan, US Coast Guard Auxiliary Division Staff Officer.

(Copy of proclamation made a part of the minutes on minute book page _____.)

Chairman Webster also mentioned that our County Attorney, Barry Fleming, had been recognized by James Magazine as one of Georgia’s most influential attorneys by virtue of serving as Chairman of the influential House Judiciary Committee and Putnam County was fortunate to have him as our county attorney.

Zoning Public Hearing

5. Request by Huelon F. Thrift to rezone 2 acres at 790 Sparta Highway from AG-1 to R-2 [Map 106, Parcel 057, District 2] (staff-P&D)

Mr. Huelon Thrift spoke in support of this request. No one signed in to speak against this item. Planning & Development staff recommendation was for approval with the following condition: (1) this rezoning shall be conditioned upon the resurveying and recordation of the plat as stated in Section 66-165 (e)(3) of the Putnam County Code of Ordinances.

Motion to approve the request by Huelon F. Thrift to rezone 2 acres at 790 Sparta Highway from AG-1 to R-2 [Map 106, Parcel 057] with the following condition: (1) this rezoning shall be conditioned upon the resurveying and recordation of the plat as stated in Section 66-165 (e)(3) of the Putnam County Code of Ordinances.

Motion made by Commissioner Brown, Seconded by Commissioner Addison.

Voting Yea: Commissioner Irvin, Commissioner Brown, Commissioner Sharp, Commissioner Addison

6. Request by Jesse Copelan, Jr., executor for Florrie Jones Estate to rezone 15.83 acres at 297 Beaver Dam Road from AG-1 to AG-2 [Map 007, Parcel 005, District 1] (staff-P&D)

Mr. Jesse Copelan spoke in support of this request. No one signed in to speak against this item. Planning & Development staff recommendation was for approval with the following condition: (1) this rezoning shall be conditioned upon the resurveying and recordation of the plat as stated in Section 66-165 (e)(3) of the Putnam County Code of Ordinances.

Motion to approve the request by Jesse Copelan, Jr., executor for Florrie Jones Estate to rezone 15.83 acres at 297 Beaver Dam Road from AG-1 to AG-2 [Map 007, Parcel 005] with the following condition: (1) this rezoning shall be conditioned upon the resurveying and recordation of the plat as stated in Section 66-165 (e)(3) of the Putnam County Code of Ordinances.

Motion made by Commissioner Irvin, Seconded by Commissioner Addison.

Voting Yea: Commissioner Irvin, Commissioner Brown, Commissioner Sharp, Commissioner Addison

Chairman Webster closed the Public Hearing at approximately 6:50 p.m.

Regular Business Meeting

7. Public Comments

None

8. Approval of Agenda

Motion to approve the Agenda.

Motion made by Commissioner Sharp, Seconded by Commissioner Irvin.

Voting Yea: Commissioner Irvin, Commissioner Brown, Commissioner Sharp, Commissioner Addison

9. Consent Agenda

- a. Approval of Minutes - May 3, 2019 Regular Meeting (staff-CC)
- b. Approval of Minutes - May 3, 2019 Executive Session (staff-CC)
- c. Approval of Minutes - May 7, 2019 Work Session (staff-CC)
- d. Authorization for Chairman to sign Hazard Mitigation Grant Program Recipient-Subrecipient Agreement (staff-CM)
- e. Ratification of Appointment(s) to the 2020 Census Complete Count Committee (BW)

Motion to approve the Consent Agenda.

Motion made by Commissioner Addison, Seconded by Commissioner Irvin.

Voting Yea: Commissioner Irvin, Commissioner Brown, Commissioner Sharp, Commissioner Addison

(Copy of documents made a part of the minutes on minute book pages _____ to _____.)

10. Request for refund of tax penalty and interest fees from Karen S. Smith (BW)

Motion to approve a refund of tax penalties and interest fees in the amount of \$165.18 to Karen S. Smith.

Motion made by Commissioner Addison, Seconded by Commissioner Irvin.

Voting Yea: Commissioner Irvin, Commissioner Brown, Commissioner Sharp, Commissioner Addison

(Copy of documents made a part of the minutes on minute book page _____.)

11. Awarding of Solicitation 19-61221-001 Jimmy Davis Park Roof (staff-Recreation-CM)
County Manager Van Haute advised that two bids were received and he recommended the low bidder of Certified Roofing & Gutters.

Motion to award Solicitation 19-61221-001 Jimmy Davis Park Roof to Certified Roofing & Gutters in the amount of \$19,967.00.

Motion made by Commissioner Addison, Seconded by Commissioner Irvin.

Voting Yea: Commissioner Irvin, Commissioner Brown, Commissioner Sharp, Commissioner Addison

12. Swimming Pool/Splash Pad Update (staff-Recreation)

Recreation Director Scott Haley gave a PowerPoint presentation on his research of various other pool locations across the state. No action was taken.

(Copy of presentation made a part of the minutes on minute book pages _____ to _____.)

13. Authorization for Chairman to sign letter to the Middle Georgia Regional Commission requesting technical assistance with identifying and applying for grant(s) to fund a potential swimming pool/splash pad (BW)

Motion to authorize the Chairman to sign a letter to the Middle Georgia Regional Commission requesting technical assistance with identifying and applying for grant(s) to fund a potential swimming pool/splash pad.

Motion made by Commissioner Addison, Seconded by Commissioner Irvin.

Motion amended to edit the letter to include refurbishment of the existing pool. Amended motion made by Commissioner Addison, Seconded by Commissioner Irvin.

Voting Yea: Commissioner Irvin, Commissioner Brown, Commissioner Sharp, Commissioner Addison

(Copy of letter made a part of the minutes on minute book page _____.)

Reports/Announcements

14. County Manager Report
No report.

15. County Attorney Report
County Attorney Fleming advised that he needed to provide a report in Executive Session.

16. Commissioner Announcements
None

Executive Session

17. Motion to enter Executive Session as allowed by O.C.G.A. 50-14-4, if necessary, for Personnel, Litigation, or Real Estate

Motion to enter Executive Session as allowed by O.C.G.A. 50-14-4 for Personnel

Motion made by Commissioner Sharp, Seconded by Commissioner Irvin. Voting Yea: Commissioner Irvin, Commissioner Brown, Commissioner Sharp, Commissioner Addison

Meeting closed at approximately 7:35 p.m.

18. Motion to reopen meeting and execute Affidavit concerning the subject matter of the closed portion of the meeting

Motion to reopen the meeting and execute the Affidavit concerning the subject matter of the closed portion of the meeting.

Motion made by Commissioner Addison, Seconded by Commissioner Irvin.

Voting Yea: Commissioner Irvin, Commissioner Brown, Commissioner Sharp, Commissioner Addison

(Copy of affidavit made a part of the minutes on minute book page _____.)

Meeting reopened at approximately 7:50 p.m.

19. Action, if any, resulting from the Executive Session

County Attorney Fleming reported that one personnel matter was discussed with no final action taken.

Closing

20. Adjournment

Motion to adjourn the meeting.

Motion made by Commissioner Irvin, Seconded by Commissioner Addison.

**Voting Yea: Commissioner Irvin, Commissioner Brown, Commissioner Sharp,
Commissioner Addison**

Meeting adjourned at approximately 7:51 p.m.

ATTEST:

Lynn Butterworth
County Clerk

Billy Webster
Chairman

PUTNAM COUNTY BOARD OF COMMISSIONERS



Office of the County Clerk
117 Putnam Drive, Suite A ♦ Eatonton, GA 31024
706-485-5826 (main office) ♦ 706-485-1877 (direct line) ♦ 706-923-2345 (fax)
lbutterworth@putnamcountyga.us ♦ www.putnamcountyga.us

The draft minutes of the May 21, 2019 Executive Session are available for Commissioner review in the Clerk's office.

PUTNAM COUNTY BOARD OF COMMISSIONERS



117 Putnam Drive, Suite A ♦ Eatonton, GA 31024

Work Session

Minutes

Thursday, May 23, 2019 ♦ 2:00 PM

Putnam County Administration Building – Room 204

The Putnam County Board of Commissioners met for a Work Session on Thursday, May 23, 2019 at approximately 2:00 PM in the Putnam County Administration Building, 117 Putnam Drive, Room 204, Eatonton, Georgia.

PRESENT

- Chairman Billy Webster
- Commissioner Kelvin Irvin
- Commissioner Daniel Brown
- Commissioner Bill Sharp
- Commissioner Trevor Addison

STAFF PRESENT

- County Manager Paul Van Haute
- Deputy County Manager Lisa Jackson
- County Clerk Lynn Butterworth

OTHERS PRESENT

- From Collaborative Infrastructure Services, Inc:
- Mr. Larry Kaiser
- Mr. Colton Wheeler

Opening

1. Welcome - Call to Order

Chairman Webster called the work session to order at approximately 2:02 p.m. (Copy of agenda made a part of the minutes on minute book page _____.)

2. Pledge of Allegiance (BW)

Mr. Larry Kaiser led the Pledge of Allegiance.

Work Session

3. Road Inventory Discussion (staff-CM)

Mr. Larry Kaiser presented the road inventory list, updated after the initial review by the board. He also distributed supplemental sheets reflecting information obtained since the last full spreadsheets were updated. The board went through the list by districts. Mr. Kaiser will continue updating and working on conflicts.

(Copy of road inventory and supplement made a part of the minutes on minute book pages _____ to _____.)

Mr. Kaiser also provided an update on the Womack paving schedule. They haven't worked in three weeks; but they might start back on Monday. He suggested deducting the liquidated damages from their invoice and to start the bond calling process.

No action was taken.

Closing

4. Adjournment

Chairman Webster announced that we will meet for another work session following the June 7, 2019 regular meeting.

Motion to adjourn the work session.

Motion made by Commissioner Irvin, Seconded by Commissioner Sharp.

Voting Yea: Commissioner Irvin, Commissioner Brown, Commissioner Sharp, Commissioner Addison

Work Session adjourned at approximately 3:46 p.m.

ATTEST:

Lynn Butterworth
County Clerk

Billy Webster
Chairman



Office of the County Clerk
117 Putnam Drive, Suite A ♦ Eatonton, GA 31024
706-485-5826 (main office) ♦ 706-485-1877 (direct line) ♦ 706-923-2345 (fax)
lbutterworth@putnamcountyga.us ♦ www.putnamcountyga.us

Approval of 2019 Alcohol Licenses

The following alcohol license applications (which are available for review in the County Clerk’s office) have been approved by the Sheriff, Fire Marshal, Building Inspector, and Tax Commissioner and are ready for BOC approval:

Individual Name	Business Name	Address	License Type
Kaitlyn Jade Thornton	Lake Oconee Marina (TN) LLC dba/Ship Store	144 Collis Marina Road NE	Retail Package: Beer

PUTNAM COUNTY BOARD OF COMMISSIONERS

12

JUN 3 19 4:22PM



117 Putnam Drive, Suite A ♦ Eatonton, GA 31024
706-485-5826 ♦ 706-923-2345 fax
www.putnamcountyga.us

APPLICATION FOR BOARDS, COMMITTEES, & AUTHORITIES

Name: STANLEY FORD Home Phone: 706-484-0844
Address: 111 SAM FARLEY WEST Work Phone: 478-993-3730
EATONTON GA Cell Phc: _____
Occupation: GA. POWER E-mail: _____

I would like to apply for appointment to the following Board, Committee, or Authority:

2020 Census Complete Count Committee

Which district do you live in? 1 2 3 4

Briefly explain your educational background HS GRAD 1YR TECH SCHOOL

Are you an owner or officer in any business or corporation? Yes No

If yes, please list the name and activity of the business or corporation: _____

Please explain any previous experience with State or Local Government: GA ARMY NATIONAL GUARD

Briefly explain why you seek this appointment: TO VOLUNTEER IN COMMUNITY

If appointed, I agree to serve.

Stanley Ford
Signature

6-03-2019
Application Date

*This application should be submitted to the Putnam County Board of Commissioners. Any additional information may be included on a separate page.



2019



*ACCG – Group Health Benefits Program
Health Promotion & Wellbeing Grant*

Grant Application

The Chairman or Director of Putnam County/Authority
(NAME OF COUNTY OR AUTHORITY)

hereby acknowledges and verifies that they have read, support, and agree to fully comply with all of the requirements and activities of the ACCG – GHBP Health Promotion & Wellbeing Grant.

The designated Health Promotion Champion is: Cynthia Miller
(CHAMPION OVERSEES COUNTY/AUTHORITY HEALTH PROMOTION & WELLBEING)

Health Promotion Champion's Title & Email Address: HR Director, cmiller@putnamcountyga.us

The appointed ACCG GHBP Insurance Contact is: Cynthia Miller
(INSURANCE CONTACT RECEIVES ACCG GHBP & BCBS INFORMATION)

GHBP Insurance Contact's Title & Email Address: HR Director, cmiller@putnamcountyga.us

CHAIRMAN OR DIRECTOR (SIGNATURE)

May 29, 2019

DATE

All of the ACCG & LGRMS requirements must be met if chosen as a grant recipient. Collectively, selected members may receive up to \$20.00 per covered employee for implementation of approved health employee promotion and wellness activities and access to free Health Risk Appraisals.

For further assistance, Sherea Robinson of LGRMS Health Promotion Services can be contacted at 678-686-6281 / 800-650-3120 or email srobinson@lgrms.com.

The Health Promotion Grant Application and Questionnaire must be completed and submitted to ACCG on or before **July 1, 2019** to be eligible. *Originals are not necessary.*

Email accginsurance@accg.org

Item Attachment Documents:

8. Authorization for Chairman to sign Georgia Indigent Defense Services Agreement (staff-Fin)

The Board of Commissioners reserves the right to continue the meeting to another time and place in the event the number of people in attendance at the meeting, including the Board of Commissioners, staff, and members of the public exceeds the legal limits. The meeting cannot be closed to the public except by a majority vote of a quorum present for the meeting. The board can vote to go into an executive session on a legally exempt matter during a public meeting even if not advertised or listed on the agenda. Individuals with disabilities who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the facilities are required to contact the ADA Compliance Officer, at least three business days in advance of the meeting at 706-485-2776 to allow the County to make reasonable accommodations for those persons.



GEORGIA INDIGENT DEFENSE SERVICES AGREEMENT

THIS AGREEMENT is entered into this ____ day of _____, 2019, 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 Putnam County, body politic and a subdivision of the State of Georgia (herein referred to as “the County”) and is effective July 1, 2019.

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 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 Putnam 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 Putnam County on a revocation of probation;

(3) Cases prosecuted in the Juvenile Courts of Putnam County in which a child may face a disposition of 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 purchase orders 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 or exemption 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, 2019 and ending June 30, 2020.

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.

Section 5.03 Severability. 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.

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 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.

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

Putnam County:
Putnam County Board of Commissioners
117 Putnam Drive, Suite A
Eatonton, Georgia 31024

Georgia Public Defender Council:
Jimmonique Rodgers, Interim Director
104 Marietta Street, Suite 400
Atlanta, Georgia 30303

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 shall be 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).

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 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 5th day of each month. The County shall pay the amount due within 15 days of the receipt of the monthly expenditure report. This subsection survives the 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 written above.

ATTEST:

Putnam County

BY: _____
Signature

Title

ATTEST:

Circuit Public Defender

BY: _____
Signature
Circuit Public
Defender

ATTEST:

Consented to:

Georgia Public Defender Council

BY: _____
Signature
Director

ATTACHMENT B – Personnel & Operating Expenditures

Putnam County

July 1, 2019 – June 31, 2020

The County agrees to pay the Public Defender Office \$88,983.58 in 12 monthly installments of \$7,415.30. Installments are due to the Georgia Public Defender Council (GPDC) on the 15th of the preceding month beginning on June 15, 2019. Invoices will be sent to the following address:

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

GPDC
Attn: Jason Ring
104 Marietta Street
Suite 400
Atlanta, GA 30303

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 Putnam 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 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 5th 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 Putnam 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.

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

OCMULGEE CIRCUIT PUBLIC DEFENDER OFFICE

July 1, 2019 - June 30, 2020

COUNTY FUNDED - Public Defender and Assistants							
Name	#	Salaries	FICA	Retirement	Health Insurance	Unemployment	Total
			7.65% of Salary	24.66% of Salary	32.454% of Salary	\$31 per Position	
TOTAL:	5	\$ 294,015.08	\$ 22,492.15	\$ 72,504.12	\$ 95,419.65	\$ 155.00	\$ 484,586.01

COUNTY FUNDED - Public Defender Administrative							
Name	#	Salaries	FICA	Retirement	Health Insurance	Unemployment	Total
			7.65% of Salary	24.66% of Salary	32.454% of Salary	\$31 per Position	
TOTAL:	2	\$ 53,687.35	\$ 2,985.13	\$ 8,776.83	\$ 11,550.82	\$ 31.00	\$ 77,031.12

COUNTY FUNDED - Office Expenditures			
		Per Month	Annual
Postage	*	\$ 182.41	\$ 2,188.97
Printing, Publications, & Media	*	\$ 152.01	\$ 1,824.14
Supplies & Materials	*	\$ 644.77	\$ 7,737.24
Repairs & Maintenance	*	\$ 273.62	\$ 3,283.45
Rents Other than Real Estate	*	\$ 622.49	\$ 7,469.94
Other Operating	*	\$ 486.44	\$ 5,837.24
Real Estate Rentals	*	\$ 2,400.00	\$ 28,800.00
Professional Services	*	\$ 277.01	\$ 3,324.14
Telecommunications (GTA)	*	\$ 194.57	\$ 2,334.90
Telecommunications (AT&T, etc)	*	\$ 652.90	\$ 7,834.77
TOTAL:		\$ 5,886.23	\$ 70,634.78

TOTAL EXPENDITURES			
		Personnel	Operating
Public Defender and Assistants	*	\$ 484,586.01	
Public Defender Administrative	*	\$ 77,031.12	
LESS: FY 19 Rollover		\$ (13,525.06)	
5% Administrative Fee	*	\$ 28,080.86	
Office Expenditures	*		\$ 70,634.78
4% Administrative Fee	*		\$ 2,825.39
LESS: FY 19 Rollover			\$ (3,536.00)
TOTAL:		\$ 576,172.93	\$ 69,924.17

	Without Offset	With Offset
Total Personnel (without \$75,450.00 offset)	\$ 500,722.93	\$ 576,172.93
Total Operating Contract	\$ 69,924.17	\$ 69,924.17
	\$ 570,647.10	\$ 646,097.10

BREAKDOWN BY COUNTY			
		Monthly	Annual
City of Gray	*	\$ 275.00	\$ 3,300.00
City of Eatonton	*	\$ 250.00	\$ 3,000.00
City of Gordon	*	\$ 83.33	\$ 1,000.00
City of Union Point	*	\$ 83.33	\$ 1,000.00
Baldwin	28.16%	\$ 16,666.19	\$ 199,994.22
Greene	9.85%	\$ 5,084.06	\$ 61,008.74
Hancock	5.81%	\$ 2,762.88	\$ 33,154.60
Jasper	8.56%	\$ 4,070.62	\$ 48,847.39
Jones	17.66%	\$ 9,118.86	\$ 109,426.28
Morgan	11.00%	\$ 5,230.93	\$ 62,771.18
Putnam	13.07%	\$ 7,415.30	\$ 88,983.59
Wilkinson	5.89%	\$ 2,800.93	\$ 33,611.11
CIRCUIT WIDE TOTAL:	100%	\$ 53,841.43	\$ 646,097.11

OFFSET FUNDS		
County/City		Amount
City of Gray	\$	3,300.00
City of Eatonton	\$	3,000.00
City of Gordon	\$	1,000.00
City of Union Point	\$	1,000.00
Baldwin	\$	39,300.00
Greene	\$	4,800.00
Jones	\$	8,650.00
Putnam	\$	14,400.00
Total	\$	75,450.00

*Includes salary, benefits and 5% admin fee

BREAKDOWN BY COUNTY (Personnel)			
		Monthly	Annual
City of Gray	*	\$ 275.00	\$ 3,300.00
City of Eatonton	*	\$ 250.00	\$ 3,000.00
City of Gordon	*	\$ 83.33	\$ 1,000.00
City of Union Point	*	\$ 83.33	\$ 1,000.00
Baldwin	28.16%	\$ 15,025.30	\$ 180,303.58
Greene	9.85%	\$ 4,510.10	\$ 54,121.21
Hancock	5.81%	\$ 2,424.33	\$ 29,092.00
Jasper	8.56%	\$ 3,571.82	\$ 42,861.88
Jones	17.66%	\$ 8,089.81	\$ 97,077.67
Morgan	11.00%	\$ 4,589.96	\$ 55,079.52
Putnam	13.07%	\$ 6,653.71	\$ 79,844.49
Wilkinson	5.89%	\$ 2,457.72	\$ 29,492.58
CIRCUIT WIDE TOTAL:	100%	\$ 48,014.41	\$ 576,172.93

ROLLOVER: FY 19 ⇒ FY 20		
County	Amount	%
City of Gray	\$ -	0.00%
City of Eatonton	\$ -	0.00%
City of Gordon	\$ -	0.00%
City of Union Point	\$ -	0.00%
Baldwin	\$ 4,240.60	31.35%
Greene	\$ 1,293.79	9.57%
Hancock	\$ 703.16	5.20%
Jasper	\$ 1,035.98	7.66%
Jones	\$ 2,320.55	17.16%
Morgan	\$ 1,331.28	9.84%
Putnam	\$ 1,886.85	13.95%
Wilkinson	\$ 712.84	5.27%
Total	\$ 13,525.06	100.00%

BREAKDOWN BY COUNTY (Operating)			
		Monthly	Annual
Baldwin	28.16%	\$ 1,640.89	\$ 19,690.65
Greene	9.85%	\$ 573.96	\$ 6,887.53
Hancock	5.81%	\$ 338.55	\$ 4,062.59
Jasper	8.56%	\$ 498.79	\$ 5,985.51
Jones	17.66%	\$ 1,029.05	\$ 12,348.61
Morgan	11.00%	\$ 640.97	\$ 7,691.66
Putnam	13.07%	\$ 761.59	\$ 9,139.09
Wilkinson	5.89%	\$ 343.21	\$ 4,118.53
CIRCUIT WIDE TOTAL:	100%	\$ 5,827.01	\$ 69,924.18

ROLLOVER: FY 19 ⇒ FY 20		
County	Amount	%
Baldwin	\$ 1,108.66	31.35%
Greene	\$ 338.25	9.57%
Hancock	\$ 183.83	5.20%
Jasper	\$ 270.85	7.66%
Jones	\$ 606.69	17.16%
Morgan	\$ 348.05	9.84%
Putnam	\$ 493.30	13.95%
Wilkinson	\$ 186.37	5.27%
Total	\$ 3,536.00	100.00%

Item Attachment Documents:

9. Approval of the 2019-2020 Contract between Putnam County and the Eatonton-Putnam Chamber of Commerce (BW)

The Board of Commissioners reserves the right to continue the meeting to another time and place in the event the number of people in attendance at the meeting, including the Board of Commissioners, staff, and members of the public exceeds the legal limits. The meeting cannot be closed to the public except by a majority vote of a quorum present for the meeting. The board can vote to go into an executive session on a legally exempt matter during a public meeting even if not advertised or listed on the agenda. Individuals with disabilities who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the facilities are required to contact the ADA Compliance Officer, at least three business days in advance of the meeting at 706-485-2776 to allow the County to make reasonable accommodations for those persons.

STATE OF GEORGIA

PUTNAM COUNTY

**2019-2020 CONTRACT
PUTNAM COUNTY BOARD OF COMMISSIONERS AND
EATONTON-PUTNAM CHAMBER OF COMMERCE**

WHEREAS, the Board of Commissioners of Putnam County, Georgia (the “Board”) recognizes the importance of tourism; and

WHEREAS, the Board desires to promote tourism and economic development within Putnam County; and

WHEREAS, the Eatonton-Putnam Chamber of Commerce (the “Chamber”) works in concert with the Putnam Development Authority, the Downtown Development Authority, Main Street, The Eatonton-Putnam Arts Foundation, The Tourism, Arts, & Heritage Board, Rock Eagle 4-H Conference Center, Historic Piedmont Scenic Byways, and many other regional and state organizations,

NOW, THEREFORE, for and in consideration of the mutual benefits to the parties, the undersigned parties agree as follows:

- 1. Obligations of Chamber.** The Chamber shall
 - a. Coordinate tourist related activities with the Tourism, Arts, & Heritage Group and the Putnam Development Authority in promoting tourism and its growth for our community;
 - b. Work in partnership with all state, regional, and local groups to promote Putnam County as a world class destination for leisure travel, using available trade show events and other similar activities;
 - c. Promote Putnam County as a “working getaway” to corporate entities;
 - d. Provide economic development information for specific prospects, pertaining to tourism or business development related to tourism;
 - e. Work with state agencies to promote tourism and recreation areas of Putnam County, including creating and promoting events that bring tourists to the area;
 - f. Attend and supply consumer shows with tourist information;

- g. Design, publish, and provide brochures for tourist information relating to Putnam County and supply to all State Welcome Centers. Brochures cover lodging, restaurants, camping, historic sites, and shopping;
- h. Work with the Leadership Putnam Program to develop understanding of what Putnam County has to offer;
- i. Provide staff dedicated to promoting tourism, events, and tourism products;
- j. Provide reports of tourism activities, statistical data, as requested, to the Board of Commissioners. Said reports to contain the results of the Chamber's efforts on the County's behalf as outlined herein above. Reports shall contain what future plans are being worked on, as well as the economic impact, as best as possible, to Putnam County of the Chamber's efforts. Reports will include visitation numbers, inquiries, and leads from website, state and southeastern advertising, as well as values of media advertising and articles;
- k. Complete annual audit or compliance review;
- l. Conduct "visitor survey" for research purposes, to determine where visitors are from, number in their party, why they are here, whether they are overnighting, and their expected expenditures; and
- m. Conduct and complete an assessment of current and proposed short term vacation rentals within the County; and
- n. Comply with all local, state, and federal laws.

2. Obligations of Board. The Board shall

- a. The Board shall pay to the Chamber, as a designated destination marketing organization and an official designated tourism non-profit organization (501c-6), sixty percent (60%) of the hotel-motel tax collected, to be used for completion of the Chamber's obligations herein and to promote tourism within Putnam County.
 - b. In consideration of Section 1(m) of this agreement, the Board shall make additional payment to the Chamber in the amount of \$2,861.60.
3. **Term.** The initial term for this Agreement shall be for 1 year, commencing upon execution of this agreement by both parties.
4. **Entire Agreement.** This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or

written. This Agreement supersedes any prior written or oral agreements between the parties.

5. **Amendment.** This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.
6. **Severability.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
7. **Waiver of Contractual Right.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
8. **Applicable Law.** This Agreement shall be governed by the laws of the State of Georgia.
9. **Assignment.** Chamber agrees that it will not assign, sell, transfer, delegate or otherwise dispose of any rights or obligations under this Agreement without the prior written consent of the Authority. Any purported assignment, transfer, or delegation shall be null and void. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legal representatives, successors, and permitted assigns, and shall not benefit any person or entity other than those enumerated above.
10. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Failure to adhere to all conditions of this contract will result in the forfeiture of funds.

WITNESS, the hands and seals of the parties, this ____ day of _____, 2019.

PUTNAM COUNTY

By: _____

As its: _____

Date: _____

EATONTON-PUTNAM CHAMBER OF COMMERCE

By: _____

As its: _____

Date: _____

Item Attachment Documents:

10. Request for Funding from Middle Georgia Regional Commission for the 21st Century Partnership (staff-CM)

The Board of Commissioners reserves the right to continue the meeting to another time and place in the event the number of people in attendance at the meeting, including the Board of Commissioners, staff, and members of the public exceeds the legal limits. The meeting cannot be closed to the public except by a majority vote of a quorum present for the meeting. The board can vote to go into an executive session on a legally exempt matter during a public meeting even if not advertised or listed on the agenda. Individuals with disabilities who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the facilities are required to contact the ADA Compliance Officer, at least three business days in advance of the meeting at 706-485-2776 to allow the County to make reasonable accommodations for those persons.

INVOICE

**MIDDLE GEORGIA REGIONAL COMMISSION
175 EMERY HIGHWAY
SUITE C
MACON, GA 31217
(478) 751-6160**

**TO: Mr. Paul Van Haute
Putnam County Manager
117 Putnam Drive, Suite A
Eatonton, GA 31024**

Date of Invoice: March 26, 2019

Invoice Number: 805

DESCRIPTION OF SERVICES

Putnam County Contribution for FY 2020 – for the 21st Century Partnership on behalf of its efforts in support of Robins Air Force Base

Putnam County residents who are RAFB Personnel as of 9/30/2018	13
Putnam County residents who are RAFB Retirees as of 9/30/2018	431

TOTAL AMOUNT REQUESTED:

\$4,612.80

Please remit a copy of this invoice with check payable to the Middle Georgia Regional Commission and mail to:

**Middle Georgia Regional Commission
175 Emery Highway
Suite C
Macon, GA 31217**

From: Laura Mathis <LMathis@mg-rc.org>
Date: 5/16/19 5:24 PM (GMT-05:00)
To: Billy Webster <billy_webster@windstream.net>
Cc: Paul Van Haute <pvanhaute@putnamcountyga.us>
Subject: RE: GA Constitution and the Gratuity Clause

Chairman

I hope you are doing well. Attached is an agreement that was put in place in 2000 between Middle Georgia Regional Development Center (our predecessor) and the 21st Century Partnership. It creates the mechanism through which local governments contribute the Partnership.

The funds from local governments are used by the Partnership as outlined in paragraph 2 and these activities are separate and distinct from funds the Partnership receives for lobbying/ entertainment /etc. Those funds are held by the Partnership's c6 operation.

Although it needs to be updated (to reflect our current name, etc.), this MOA remains in place and valid. We will be updating the agreement in the months ahead.

Please let me know if you have any questions or need anything additional.

Best Regards,

Laura M. Mathis
Executive Director
Middle Georgia Regional Commission
(478) 751-6160
(478) 957-8138 (cell)

**MEMORANDUM OF AGREEMENT
BETWEEN
ROBINS AIR FORCE BASE 21st CENTURY PARTNERSHIP INC.
AND
THE MIDDLE GEORGIA REGIONAL DEVELOPMENT CENTER**

WHEREAS, the Robins Air Force Base 21st Century Partnership Inc. (hereinafter referred to as the 21st Century Partnership) desires to enter into an agreement where voluntary funds contributed by counties and cities are accepted, received, and disbursed by the Middle Georgia Regional Development Center (hereinafter referred to as MGRDC) for the purpose of supporting the activities of the 21st Century Partnership; and

WHEREAS, the 21st Century Partnership has requested the MGRDC to serve as the official conduit to receive, accept and disburse the funds voluntarily provided to it by local governments (cities and counties) in support of the 21st Century Partnership's overall goal; and

WHEREAS, the MGRDC Board of Directors has formally agreed to provide the requested services; and

WHEREAS, the MGRDC is authorized by the State of Georgia, (Official Code of Georgia Annotated 50-8-35, General Powers) to administer funds involving more than one political subdivision; and

WHEREAS, for the interest and convenience of its member governments, the MGRDC has determined that it is desirable and beneficial to its member governments to administer funds on behalf of its local governments in support of the 21st Century Partnership's mission to promote and ensure the continued vitality of Robins Air Force Base; and

WHEREAS, the MGRDC will not accept funds from local governments outside its defined service jurisdiction except in those instances where other RDC(s) serving said local governments waive or defer the administrative responsibility of handling these funds to that of the MGRDC. In the event the RDC(s) serving those extra-jurisdictional local governments accept the role of administering the contributed funds, said funds will be remitted to the MGRDC through those RDC(s); and

WHEREAS, the MGRDC has the policies, procedures, mechanisms and staff in place to accomplish effective and efficient administration of these funds; and

NOW, THEREFORE, for and in consideration of the mutual promise to each other, as herein set forth, the 21st Century Partnership and the MGRDC do mutually agree as follows:

Terms of Agreement:

- 1.) The MGRDC agrees to perform all tasks necessary to serve as the official conduit for the 21st Century Partnership. Tasks inclusive to this agreement are as follows:

- a) Funds contributed by counties and cities for the intended and the expressed purpose of support of the 21st Century Partnership shall be placed in an interest-bearing bank account separate from the MGRDC's operating accounts;
 - b) The MGRDC shall provide all participating governments and RDC(s) as well as the 21st Century Partnership with a quarterly financial report reflecting funds received and disbursed. The report will reflect the contributing government, the amounts and for what purposes;
 - c) The MGRDC shall be responsible for causing accounts to be audited according to Generally Accepted Governmental Accounting Practices;
 - d) Dispersal of funds shall be quarterly and based on average normal operating expenses as determined by the partnership. Dispersal of funds to cover other expenses will occur based upon written request of the partnership;
 - e) The MGRDC shall disburse funds only to the 21st Century Partnership unless other-wise formally directed by the 21st Century Partnership chairman or vice-chairman and treasurer or assistant treasurer;
 - f) The MGRDC shall notify the contributing communities and the 21st Century Partnership when the account has a balance of \$550,000 and when the account is \$450,000 or less; and
 - g) The MGRDC shall receive no compensation for these services; however, the MGRDC is not precluded from contracting with the 21st Century Partnership to perform other services and to be paid for any such services from the fund created by this agreement.
- 2.) The 21st Century Partnership agrees to utilize all funds received through the MGRDC to promote and ensure the continued vitality of Robins Air Force Base. Specifically the funds will be used to:
- a) sustain existing mission assignments;
 - b) attract new mission assignments;
 - c) promote government/private industry partnerships;
 - d) foster community/government partnerships;
 - e) educate and inform key government and community leadership at the local, state, and federal level;
 - f) contract with organizations, entities, and individuals, including the MGRDC, to perform desired services;
 - g) employ necessary staff
 - h) purchase office supplies and utilities, pay rent and other operating costs;
 - i) essential travel not associated with lobbying or entertainment;
 - j) to the extent practical, as determined by the partnership, assist communities in the Middle Georgia service area with retention, recruitment, and assessment of businesses and industries essential to the economic health of the communities and the well being of Robins Air Force Base;
 - k) conduct studies of areas that impact the community's ability to provide required quality of life amenities for assigned base personnel (i.e., transportation, education, health care, housing, recreation, etc.);

- l) conduct studies of infrastructure areas (i.e., environmental, information networks, etc.) that influence the community's ability to be an attractor for additional military missions and associated supporting private industry; and
 - m) administer awards/recognition programs for assigned base personnel.
- 3.) The 21st Century Partnership further agrees to provide the following under this agreement:
- a) provide to the MGRDC copies of all quarterly financial documents that reflect the use of funds secured through the MGRDC;
 - b) comply with the requirements of Georgia's Open Records and Meetings Act and ;
 - c) maintain financial records for funds received and expended; and
 - d) conduct and submit annual audits of fund management;
- 4.) The 21st Century Partnership agrees that it will not use any of the funds received through the MGRDC for any lobbying activities or entertainment.
- 5.) This agreement shall remain in effect until terminated by either party.

Amendments:

This agreement may be amended by mutual consent of both parties.

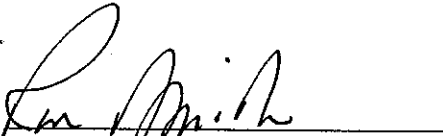
The duly authorized representatives of the 21st Century Partnership and the Middle Georgia Regional Development Center, by affixing their signatures to this document, have caused this Agreement to be executed.

**Robins Air Force Base
21st Century Partnership Inc.**

**Middle Georgia Regional
Development Center**


Eddie Wiggins, Chairman


Grady Clements, Chairman


Attest:


Attest:

Date 10 July 2000

Date July 10, 2000