

PUTNAM COUNTY BOARD OF COMMISSIONERS



117 Putnam Drive, Suite A ♦ Eatonton, GA 31024

Agenda

Friday, June 2, 2023 ♦ 9:00 AM

Putnam County Administration Building – Room 203

Opening

1. Welcome - Call to Order
2. Approval of Agenda
3. Invocation - Pastor Jonathon Dawson, Lakepoint Community Church
4. Pledge of Allegiance (DB)
5. Special Presentation - Jimmy Davis Park Update

Regular Business Meeting

6. Public Comments
7. Consent Agenda
 - a. Approval of Minutes - May 16, 2023 Regular Meeting (staff-CC)
 - b. Approval of 2023 Alcohol License (staff-CC)
8. Authorization for Chairman to sign Georgia Indigent Defense Services Agreement (staff-Finance)
9. Approval of FY23 Budget Amendment #1 (staff-Finance)

Reports/Announcements

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

Closing

13. 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.

File Attachments for Item:

7. Consent Agenda

a. Approval of Minutes - May 16, 2023 Regular Meeting (staff-CC)

b. Approval of 2023 Alcohol License (staff-CC)

PUTNAM COUNTY BOARD OF COMMISSIONERS



117 Putnam Drive, Suite A ♦ Eatonton, GA 31024

Minutes

Tuesday, May 16, 2023 ♦ 6:00 PM

Putnam County Administration Building – Room 203

The Putnam County Board of Commissioners met on Tuesday, May 16, 2023 at approximately 6:00 PM in the Putnam County Administration Building, 117 Putnam Drive, Room 203, Eatonton, Georgia.

PRESENT

- Chairman Bill Sharp
- Commissioner Gary McElhenney
- Commissioner Daniel Brown
- Commissioner Alan Foster
- Commissioner Jeff Wooten

STAFF PRESENT

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

Opening

1. Welcome - Call to Order

Chairman Sharp called the meeting to order at approximately 6:00 p.m.
(Copy of agenda made a part of the minutes on minute book page _____.)

2. Approval of Agenda

Motion to approve the Agenda.

Motion made by Commissioner Foster, Seconded by Commissioner Wooten.

Voting Yea: Commissioner McElhenney, Commissioner Brown, Commissioner Foster, Commissioner Wooten

3. Invocation

Pastor James Smith, Wesley Chapel United Methodist Church, gave the invocation.

4. Pledge of Allegiance (GM)

Commissioner McElhenney led the Pledge of Allegiance.

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5. Special Presentation - Recognition of Recent Graduates

- a. Stephanie McMullen - Putnam County Public Information Officer - Master in Communication
- b. Courtney Andrews - Putnam County Planning & Development Assistant Director - Master in Public Administration

Planning and Development Assistant Director Courtney Andrews and Public Information Officer Stephanie McMullen were recognized and congratulated for earning their master’s degrees while working fulltime and raising families.

6. Special Presentation - Middle Georgia Regional Commission - Putnam Tourism Report

Mr. Greg Boike, Director of Public Administration at the Middle Georgia Regional Commission, gave a report on tourism and overnight visitor impacts in Putnam County.

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

7. Special Presentation - Jimmy Davis Park Report

County Manager Paul Van Haute gave an update on Jimmy Davis Park.

- Moving the County Extension office to JDP didn't work out
- County Manager was tasked with security and finding the next opportunity
- Obtained quotes for 2100 linear feet of fencing and two 20 foot gates
 - The quote for a perforated metal fence was over \$500K
 - The quote for a wrought iron fence was in excess of \$160K with the county doing the labor
 - A concrete wall was discussed but ruled out; it would've been expensive too
- Currently still looking at fencing and other improvements and clearing out some trees to get some sun on the walking trail
- Chairman Sharp and County Manager Van Haute met with Mr. Maurice Hill about an opportunity to put seniors out there and an after school program for the children. Mr. Hill has worked with the school system and some local businesses and the possibility of students in the STEM program making solar traffic signs for the county was discussed. It would offer a learning opportunity for the students, the chance for additional solar signage for the citizens and save money on the cost of the signs
- Obtained a quote for fencing around the basketball court at \$30K
- The Recreation Department budget for FY24 will include staff at JDP

Zoning Public Hearing

8. Request by Gerald L. West Jr., agent for Nell J. McDonald, to rezone 5.31 acres at 331 New Phoenix Road from AG to C-1 [Map 105, Parcel 016, District 1] (staff-P&D)

Mr. Scott Swann (new agent) spoke in support of this request and requested to table this item until the June 20, 2023 BOC meeting in order to work with Mr. Rick McAllister so he can present a conceptual site plan.

Motion to send the request by Gerald L. West Jr., agent for Nell J. McDonald, to rezone 5.31 acres at 331 New Phoenix Road from AG to C-1 [Map 105, Parcel 016] back to the Planning and Zoning Commission to hear the new presentation.

Motion made by Commissioner McElhenney, Seconded by Commissioner Wooten.

Voting Yea: Commissioner McElhenney, Commissioner Brown, Commissioner Foster, Commissioner Wooten

The following individuals spoke against this item: Willie Manville, Amy Manville (submitted handout), Lauren Holder, John Bloodworth, and Kay Greene.

Kay Stevens spoke in support of this request.

9. Request by Steven A. Rowland, agent for Norman E. Coleman, to rezone 56.70 acres at 886 Milledgeville Road from C-1 to C-2 [Map 087, Parcel 028, District 4] (staff-P&D)

APPLICANT IS REQUESTING TO WITHDRAW WITHOUT PREJUDICE

No one signed in to speak for or against this item.

Planning and Development staff recommendation was for approval to withdraw without prejudice.

Motion to approve the request to withdraw without prejudice the request by Steven A. Rowland, agent for Norman E. Coleman, to rezone 56.70 acres at 886 Milledgeville Road from C-1 to C-2 [Map 087, Parcel 028].

Motion made by Commissioner Wooten, Seconded by Commissioner McElhenney.

Voting Yea: Commissioner McElhenney, Commissioner Brown, Commissioner Foster, Commissioner Wooten

10. Request by Steven A. Rowland, agent for Norman E. Coleman, to rezone 4.70 acres on Milledgeville Road from C-1 to C-2 [Map 087, Parcel 029, District 4] (staff-P&D)

APPLICANT IS REQUESTING TO WITHDRAW WITHOUT PREJUDICE

No one signed in to speak for or against this item.

Planning and Development staff recommendation was for approval to withdraw without prejudice.

Motion to approve the request to withdraw without prejudice the request by Steven A. Rowland, agent for Norman E. Coleman, to rezone 4.70 acres on Milledgeville Road from C-1 to C-2 [Map 087, Parcel 029].

Motion made by Commissioner Wooten, Seconded by Commissioner Brown.

Voting Yea: Commissioner McElhenney, Commissioner Brown, Commissioner Foster, Commissioner Wooten

Regular Business Meeting

11. Public Comments

Ms. Patricia Hurt commented on Jimmy Davis Park and asked if the grass could be cut by the county on a regular basis.

Mr. Richard Garrett commented on Jimmy Davis Park stating that the vandalism happens because the park is so run down, that it needs to be a park and needs staff, that the county needs to consult the community, and to treat it like the other parks owned by the county.

Mr. Charles Trumbo commented that he is neutral on the short term rental issue as long as the quality of life of the citizens is not jeopardized. He also commented on Jimmy Davis Park advising that grant money is available on the federal level that can take care of the park.

Mr. J.D. Jones commented on Jimmy Davis Park stating that vandalism and crime is always brought up by the county and that Brer Rabbit has been stolen multiple times with no talk of a fence being erected around it; he asked for compassion for the community and commented that the trash cans are chained to posts and hard to empty and that he has been cutting the grass and hauling the trash.

12. Consent Agenda

- a. Approval of Minutes - April 18, 2023 Regular Meeting (staff-CC)
- b. Approval of Minutes - April 29, 2023 Called Meeting (staff-CC)
- c. Approval of Minutes - May 8, 2023 Work Session (staff-CC)
- d. Approval of 2023 Alcohol License(s) (staff-CC)

Motion to approve the Consent Agenda.

Motion made by Commissioner McElhenney, Seconded by Commissioner Foster.

Voting Yea: Commissioner McElhenney, Commissioner Brown, Commissioner Foster, Commissioner Wooten

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

Meeting was recessed at approximately 7:14 p.m.

Meeting reconvened at approximately 7:20 p.m.

13. Request for Approval of Right-of-Way Permit from AnSCO (AT&T) for work to be done on ROW of Harmony Road and Sammons Industrial Parkway (staff-PW)

Public Works Director Frazier explained work to be done in the right-of-way.

Motion to approve the request for a Right-of-Way permit from AnSCO (AT&T) for work to be done on the ROW of Harmony Road and Sammons Industrial Parkway.

Motion made by Commissioner Foster, Seconded by Commissioner Wooten.

Voting Yea: Commissioner McElhenney, Commissioner Brown, Commissioner Foster, Commissioner Wooten

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

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14. Request for Approval of Right-of-Way Permit for AT&T for work to be done on ROW of Harmony Road and Greensboro Road (staff-PW)

Public Works Director Frazier explained work to be done in the right-of-way.

Motion to approve the request for a Right-of-Way permit from AT&T for work to be done on the ROW of Harmony Road and Greensboro Road.

Motion made by Commissioner Foster, Seconded by Commissioner Wooten.

Voting Yea: Commissioner McElhenney, Commissioner Brown, Commissioner Foster, Commissioner Wooten

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

15. Request for Approval of Right-of-Way Permit for Tri-County EMC for work to be done on ROW of Parks Mill Road (staff-PW)

Mr. Justin Strickland explained the work to be done in the right-of-way.

Motion to approve the request for a Right-of-Way permit from Tri-County EMC for work to be done on the ROW of Parks Mill Road.

Motion made by Commissioner McElhenney, Seconded by Commissioner Wooten.

Voting Yea: Commissioner McElhenney, Commissioner Brown, Commissioner Foster, Commissioner Wooten

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

16. Authorization for Chairman to sign Amendment to Probation Service Contract between Judicial Alternatives and Putnam County Superior Court (staff-CM)

County Manager Van Haute advised that the amendment to the original agreement is due to higher fees for the offenders.

Motion to authorize the Chairman to sign the Amendment to the Probation Service Contract between Judicial Alternatives and Putnam County Superior Court.

Motion made by Commissioner Foster, Seconded by Commissioner McElhenney.

Voting Yea: Commissioner McElhenney, Commissioner Brown, Commissioner Foster, Commissioner Wooten

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

17. Authorization for Chairman to sign Amendment to Probation Service Contract between Judicial Alternatives and Putnam County State Court (staff-CM)

County Manager Van Haute advised that the amendment to the original agreement is due to higher fees for the offenders.

Motion to authorize the Chairman to sign the Amendment to the Probation Service Contract between Judicial Alternatives and Putnam County State Court.

Motion made by Commissioner Foster, Seconded by Commissioner Wooten.

Voting Yea: Commissioner McElhenney, Commissioner Brown, Commissioner Foster, Commissioner Wooten

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

18. Submission of Names for Appointment to Hospital Authority Board - Post 5 (staff-CC)
Commissioner McElhenney nominated Rebecca Rocker for submission for appointment to the Hospital Authority Board-Post 5. Seconded by Commissioner Brown.
Commissioner Foster nominated Marilyn Simon and Richard Garrett for submission for appointment to the Hospital Authority Board-Post 5. Seconded by Commissioner Brown.
Voting Yea for Rebecca Rocker, Marilyn Simon, and Richard Garrett: Commissioner McElhenney, Commissioner Brown, Commissioner Foster, Commissioner Wooten

19. Appointment to the Region 5 EMS Council (staff-CC)
Motion to reappoint Thomas McClain to the Region 5 EMS Council.
Motion made by Commissioner McElhenney, Seconded by Commissioner Wooten.
Voting Yea: Commissioner McElhenney, Commissioner Brown, Commissioner Foster, Commissioner Wooten

20. Confirmation of Appointments to the Central Georgia Joint Development Authority (staff-CC)
Motion to confirm the appointments of Patty Burns and Brice Doolittle to the Central Georgia Joint Development Authority.
Motion made by Commissioner Foster, Seconded by Commissioner Brown.
Voting Yea: Commissioner McElhenney, Commissioner Brown, Commissioner Foster, Commissioner Wooten

21. Appointments to the Putnam Development Authority (staff-CC)
Motion to appoint Walter C. Rocker III to the Putnam Development Authority.
Motion made by Commissioner McElhenney, Seconded by Commissioner Brown.
Voting Yea: Commissioner McElhenney, Commissioner Brown, Commissioner Foster, Commissioner Wooten

Motion to appoint Mylle H. Mangum to the Putnam Development Authority.
Motion made by Commissioner Brown, Seconded by Commissioner Wooten.
Voting Yea: Commissioner McElhenney, Commissioner Brown, Commissioner Foster, Commissioner Wooten

22. Approval of Fire Department Mutual Aid Agreements (staff-Fire)
 Chief McClain explained that four of the six surrounding jurisdictions have signed mutual aid agreements: Greene County, Hancock County, Jones County, and Morgan County.
Motion to approve the Fire Department Mutual Aid Agreements with Greene, Hancock, Jones, and Morgan Counties.
Motion made by Commissioner McElhenney, Seconded by Commissioner Wooten.
Voting Yea: Commissioner McElhenney, Commissioner Brown, Commissioner Foster, Commissioner Wooten

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

23. Approval of the application for deannexation on behalf of: Thompson Investment Holdings, LLLP; Timothy O Camp; Tom Thompson, Jr.; Cary Walton; David W. and Tracy A. Stickley; and Shannon M. Long (staff-CM)

County Manager Van Haute explained that Governor Kemp signed this new legislation on May 2, 2023 which allows for municipal deannexation of property by application of property owners and that the county received two applications from city property owners requesting deannexation of ten properties each.

Mr. Tom Thompson submitted a handout and explained the history of his properties being annexed by the city and his request for deannexation.

Mr. Cary Walton spoke in support of the requests for deannexation commenting that there were no ad valorem taxes when the annexation happened at first, but that taxes have since been enacted and increased.

Motion to approve the applications for deannexation from Thompson Investment Holdings, LLLP; Timothy O Camp; Tom Thompson, Jr.; Cary Walton; David W. and Tracy A. Stickley; and Shannon M. Long and authorize the Chairman to sign the Resolutions.

Motion made by Commissioner Brown, Seconded by Commissioner McElhenney.

Voting Yea: Commissioner McElhenney, Commissioner Brown, Commissioner Foster, Commissioner Wooten

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

Reports/Announcements

24. County Manager Report
No report

25. County Attorney Report
No report

26. Commissioner Announcements
Commissioner McElhenney: none

Commissioner Brown: none

Commissioner Foster: none

Commissioner Wooten: none

Chairman Sharp: none

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Closing

27. Adjournment

Motion to adjourn the meeting.

Motion made by Commissioner McElhenney, Seconded by Commissioner Wooten.

**Voting Yea: Commissioner McElhenney, Commissioner Brown, Commissioner Foster,
Commissioner Wooten**

Meeting adjourned at approximately 7:57 p.m.

ATTEST:

Lynn Butterworth
County Clerk

B. W. "Bill" Sharp
Chairman

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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 2023 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 and/or Building Inspector, and Tax Commissioner and are ready for BOC approval:

Individual Name	Business Name	Address	License Type
*			

*One application still processing – hope to have completed before the meeting

File Attachments for Item:

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



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 Putnam 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

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 in a delinquency case of confinement, commitment or probation; and
- (4) Direct appeals from a decision in cases described in (1), (2), and (3) above.

Section 1.03 Conflicts. The Public Defender Office agrees to provide for legal representation by a qualified attorney who is not an employee of the Public Defender Office in cases described in Section 1.02 in which a Public Defender Office has a conflict of interest.

ARTICLE 2

ADDITIONAL PERSONNEL AND SERVICES

Section 2.01 Additional personnel and services. The Public Defender Office agrees to provide and the County agrees to pay for the services and personnel described in Attachment A. These positions will be funded by the County along with the other counties in the Ocmulgee Judicial Circuit and will be administered by GPDC as contemplated in OCGA § 17-12-32. The parties agree to the terms in Attachment A. Attachment A is incorporated into this agreement by reference. The parties agree to the payment terms in Attachment B. Attachment B is incorporated into this agreement by reference. The amount to be paid includes a 5% administrative services fee. This fee is determined by the total amount for all of the budgeted positions. Any changes to Attachment A shall be made in accordance with Section 5.06 of this agreement. Any additional personnel employed by the Public Defender Office pursuant to this section are full-time state paid employees of the Public Defender Office in the unclassified service of the State Merit System of Personnel Administration with all the benefits provided by law to employees in the unclassified service. The additional personnel serve at the pleasure of the Circuit Public Defender. The parties agree that the employment of additional personnel employed by the Public Defender Office pursuant to this section may be terminated by the Public Defender Office if the County does not pay for the cost of these personnel in advance in accordance with this agreement.

ARTICLE 3

PROVISION BY THE COUNTY OF THEIR PRO RATA SHARE OF THE COSTS OF APPROPRIATE OFFICES, UTILITIES, TELEPHONE EXPENSES, MATERIALS, AND SUPPLIES AS MAY BE NECESSARY TO EQUIP, MAINTAIN, AND FURNISH THE OFFICE OR OFFICES OF THE CIRCUIT PUBLIC DEFENDER.

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

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

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

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

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

Section 3.06 Taxes. The County will pay all taxes lawfully imposed upon it with respect to the office expenses. GPDC makes no representation whatsoever as to the liability 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, 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.

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:

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

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

Section 5.07 Termination. (a) **Due to non-availability of funds.** In the event that any of the sources of reimbursement for services under this agreement (appropriations from the General Assembly of the State of Georgia, or appropriations from a county governing authority) is reduced during the term of this agreement, the Public Defender Office may make financial and other adjustments to this agreement and notify the County accordingly. An adjustment may be an agreement amendment or may be the termination of the agreement. The certification by the director of the Georgia Public Defender Council of the occurrence of reduction in State funds is

conclusive. The certification of the occurrence of the reduction in county funds by the person designated in Section 5.05 for the receipt of notice for each of the County of the occurrence of the reduction in county funds is conclusive. The County agree to promptly notify the Public Defender Office in writing of the non-existence 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 first 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

OCMULGEE CIRCUIT PUBLIC DEFENDER OFFICE

July 1, 2023 - June 30, 2024

COUNTY FUNDED - Public Defender and Assistants							
Name	#	Salaries	FICA	Retirement	Health Insurance	Unemployment	Total
			7.65% of Salary	33.14% of Salary	29.454% of Salary	\$31 per Position	
TOTAL:	5	\$ 330,440.08	\$ 25,278.67	\$ 109,507.84	\$ 97,327.82	\$ 155.00	\$ 562,709.41

COUNTY FUNDED - Public Defender Administrative							
Name	#	Salaries	FICA	Retirement	Health Insurance	Unemployment	Total
			7.65% of Salary	33.14% of Salary	29.454% of Salary	\$31 per Position	
TOTAL:	2	\$ 77,000.00	\$ 5,890.50	\$ 25,517.80	\$ 22,679.58	\$ 62.00	\$ 131,149.88

COUNTY FUNDED - Office Expenditures			
		Per Month	Annual
Postage	*	\$ 182.41	\$ 2,188.97
Printing, Publications, & Media	*	\$ 152.01	\$ 1,824.14
Supplies & Materials	*	\$ 811.44	\$ 9,737.24
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
Legal Resources	*	\$ 250.00	\$ 3,000.00
TOTAL:		\$ 6,302.90	\$ 75,634.78

Attachment A

TOTAL EXPENDITURES			
		Personnel	Operating
Public Defender and Assistants	*	\$ 562,709.41	
Public Defender Administrative	*	\$ 131,149.88	
LESS: FY 23 Rollover		\$ (50,000.00)	
5% Administrative Fee	*	\$ 34,692.96	
Office Expenditures	*		\$ 75,634.78
4% Administrative Fee	*		\$ 3,025.39
LESS: FY 23 Rollover			\$ (4,500.00)
TOTAL:		\$ 678,552.25	\$ 74,160.17

	Without Offset	With Offset
Total Personnel (without \$67,150.00 offset)	\$ 611,402.25	\$ 678,552.25
Total Operating Contract	\$ 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	\$ 39,831.18
Jasper	8.56%	\$ 4,890.35	\$ 58,684.14
Jones	17.66%	\$ 10,810.03	\$ 129,720.32
Morgan	11.00%	\$ 6,284.32	\$ 75,411.87
Putnam	13.07%	\$ 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

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

*Includes salary, benefits and 5% admin fee

BREAKDOWN BY COUNTY (Personnel)			
		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

ROLLOVER: FY 23 ⇌ FY 24		
County	Amount	%
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%

BREAKDOWN BY COUNTY (Operating)			
		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	\$ 6,348.11
Jones	17.66%	\$ 1,091.39	\$ 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

ROLLOVER: FY 23 ⇌ FY 24		
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%

Ocmulgee Judicial Circuit

ATTACHMENT B – Personnel & Operating Expenditures

Putnam County

July 1, 2023 – June 31, 2024

The County agrees to pay the Public Defender Office \$104,003.02 in 12 monthly installments of \$8,666.92. Installments are due to the Georgia Public Defender Council (GPDC) on the 15th of the preceding month beginning on June 15, 2023. Invoices will be sent to the following address:

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

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

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

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

They may also provide legal representation to indigent defendants in State Court of 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 the suspension. The Public Defender Office shall give the County 10 days written notice of its intent to lift the suspension of the additional services. At any time during a period of suspension of the additional services up to and including the 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 the 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.

File Attachments for Item:

9. Approval of FY23 Budget Amendment #1 (staff-Finance)

2023 BUDGET AMENDMENT #1

	Increase (Decrease) to Current Budget	Total
General Fund Revenues:		
Taxes:		(185,000)
Personal Property Tax	(100,000)	
Intangible Tax	(65,000)	
Real Estate Transfer Tax	(20,000)	
Intergovernmental Revenues:		173,735
Grant-LATCF	121,534	
Grant-State	39,701	
Grant-Sheriff	12,500	
Charges for Services		120,000
Ambulance Services	120,000	
Interest & Miscellaneous:		202,500
Interest Earned	200,000	
Donations	2,500	
Transfer from Other Funds		841,313
Appropriation from Fund Balance		(650,466)
Total General Fund Revenue Adjustment		502,082
General Fund Expenditures:		
Public Relations	16,640	
Clerk of Superior Court Image Account	209,872	
Sheriff and Jail Operations	12,500	
Ambulance Service	51,000	
Water Administration	181,250	
Putnam Development Authority	75	
Edgewater Event Center	30,745	
Total General Fund Expenditure Adjustment		502,082
Special Service District Revenues:		
Taxes:		96,372
Insurance Premium Tax	96,372	
Interest & Miscellaneous		35,000
Interest Earned	35,000	
Appropriation from Fund Balance		(131,372)
Total Special Service District Revenue Adjustment		0
Solid Waste Fund - Revenues		20,000