

MACON COUNTY BOARD OF COMMISSIONERS

Work Session

Agenda

December 29, 2021

4:00 P.M.

- 1. Approval of December 1, 2021, minutes**
- 2. Office of the Circuit Public Defender 1st half 2022 Contract-David T. Winheim**
- 3. Redistricting Proposal**
- 4. New LOST Municipal Allocations**
- 5. Gymnasium Construction**
- 6. Preston Williams Renovations**

December 1, 2021

Worksession

The Macon County Board of Commissioners held a worksession on Wednesday, December 1, 2021, at 4:00 p.m. with commission Chairman George, Vice-chairman Haugabook, Commissioner Felton, Commissioner Melvin, Commissioner Oliver, County Manager Lewis, and Deputy County Manager Starling in attendance.

Commissioner Felton made the motion to approve the minutes of the November 10, 2021, minutes as presented. Seconded by Commissioner Melvin, and carried unanimously.

New LOST Municipal Allocations

County Manager Lewis stated the Board must address the LOST percentages since the 2020 Census count has been published. Deputy County Manager Starling gave an overview of the current LOST rates (Ideal 3.85; Montezuma 26.73; Marshallville 11.18; Oglethorpe 10.24; Macon County 48.00) and the new rates based on the 2020 census count (Ideal 3.37; Montezuma 25.22; Marshallville 8.67; Oglethorpe 8.24; Macon County 54.50).

Based on the new census count each city would lose revenue and the county would gain revenue. Deputy County Manager Starling also presented a proposal where the county would maintain 50.00 and each city would also gain additional revenue but would not be the same as it currently is. Commissioner Felton stated the County cannot take the money and not give any to the cities because the City of Marshallville and Oglethorpe are already struggling financially. Vice-chairman Haugabook stated he would like to know how the cities are handling their enterprise funds. He wanted to see if they are subsidizing it from the general fund. Commissioner Felton suggested leaving the percentages as they currently are. Commissioner Melvin stated he would like to see several scenarios. Chairman George requested that scenarios showing Macon County maintaining 48%, 49% and 50% be prepared for the Board to review.

Redistricting

Mariyana Kostova, representative from RVRC, came to discuss the new census count and how it effects the Commissioner Districts. She stated that each district should have an optimal population of 2,093 and the deviation in each district could be +/- 5%. According to the new census data District 2 and District 4 will need to be adjusted. Various scenarios were suggested, and the Board finally agreed to move some people from District 1 to District 2 and from District 4 to District 5. With these changes the ranges fell into place with what is acceptable. Mariyana was asked if the Commissioners had to have a public hearing on the changes and she said she would check and let the Board know what she finds out. The proposed plan will have to be sent to the Reapportionment Office for approval before it can be approved by the Commissioners and presented to the Legislature for approval by the General Assembly. Mariyana said she would send the updated plan for the Board's review and guidance on when to submit it to the Reapportionment Office.

Whitewater Tree Damage

Darin Barfield, Park Manager, stated he had twenty-five trees at the park that had beetle damage and seven in the campground that needs to be removed immediately. He presented a bid from Best Tree Service for \$6,275 for removing seven trees and grinding the stumps. Commissioner Felton told him he knew of another company that provides that service and we should give them a chance to bid on the tree removal. Commissioner Felton is to contact Darin and give him the contact information. This item is to be placed on the next meeting agenda.

County Legislative Coordinator Selection

County Manager Lewis stated ACCG suggested appointing someone to function as the legislative Coordinator for the county so they can relay information on the legislative session to the Commissioners. The Board agreed the County Manager should be the coordinator. This item to be placed on the consent agenda.

Employee Christmas Pay

Deputy County Manager Starling gave an overview of the Christmas Pay list and answered questions from the Board. This item to be placed on the consent agenda.

Transit Drug and Alcohol Policy

County Manager Lewis stated the Department of Transportation had mandated changes to the Drug and Alcohol policy and the county had made the updates and now the Board needs to formally adopt the updated policy. This item to be placed on the consent agenda.

Mask Mandate Review

County Manager Lewis stated he was still having a challenging time enforcing the mask mandate because there are elected officials, firefighters, judges, etc. that have chosen not to comply with the mask mandate. He asked the Board for guidance. Commissioner Melvin stated if you do not enforce it then you do not need to have it. Deputy County Manager Starling stated the elected officials are not making their employees abide by the mandate and that the Commissioner's Office is the only office in the courthouse that was following the mandate.

Brooks Road Fire Station Lease

County Manager Lewis stated they have the information necessary to solicit bids for the construction of a fire station on Brooks Road. He further stated the land is currently in conservation and the county cannot have a deed to the property they can only have a lease agreement. Vice-chairman Haugabook stated if it is under CUVA it can come out from under the restriction in 10 years and then they can deed the property to the county. County Manager Lewis stated he thought this was a different conservation and did not end in 10 years. He stated the property owner would give the county a one-hundred-year lease. Commissioner Melvin asked if the county could take the property under eminent domain. Chairman George asked where the funds were coming from to construct the fire station. County Manager Lewis stated they could use the Insurance Premium Tax. Chairman George stated he did not think you could use funds from Insurance Premium Tax to build a station on land the county did not own. Vice-chairman Haugabook stated County Manager Lewis needs to check with County Attorney Coogle and make sure that this matter is being handled appropriately.

Private Road Maintenance

County Manager Lewis stated it seems that there are several private roads that the county has maintained in the past and he needs guidance from the Board on future requests. Vice-chairman Haugabook stated if the road is not on the county road system, we are not supposed to be doing any work on them. Commissioner Felton stated he has a private road in his district named Finch Lane that the county has been maintaining. Commissioner Melvin stated they could establish a Special Tax District and have their road improved. Chairman George stated he would like to see documentation on the work that has been done on Finch Lane. Commissioner Felton stated the county needs to be uniform across the Board. Chairman George stated there is a list of roads that are county roads and private roads. The Board agreed any roads not on the county road list could not be maintained by the county work crews.

December 1, 2021

Worksession

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Employee Appreciation Luncheon

County Manager Lewis reminded the Board that the Christmas Party is December 9th and asked they try to attend.

County Manager Lewis stated that Micah had contacted him today about applying to the Georgia Forestry Commission for \$25,000 to purchase hoses for the fire trucks. The grant requires a 50/50 match. The deadline for the grant is December 1. The Fire Chief, Chairman, County Manager and Deputy County Manager must sign the application. Vice-chairman Haugabook made the motion to submit the application to the Georgia Forestry and to take the 50% match from SPLOST. Seconded by Commissioner Melvin and carried unanimously.

There being no further business, the meeting was adjourned by Chairman George.

GEORGIA
PUBLIC
DEFENDER
COUNCIL



OFFICE OF THE CIRCUIT PUBLIC DEFENDER
SOUTHWESTERN JUDICIAL CIRCUIT

DAVID T. WINHEIM
CIRCUIT PUBLIC DEFENDER



510 West Lamar Street, 2nd Floor
Americus, GA 31709

Office: 229-928-4610
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southwesterncpd@gapublicdefender.org

November 22, 2021

Christi Dockery
County Clerk & Co-County Manager
Lee County Board of Commissioners
110 Starksville Avenue North
Leesburg, Georgia 31763

Joseph B. Williams, Chairman
Stewart County Commission
Post Office Box 157
Lumpkin, Georgia 31815

Kelvin Lewis, County Manager
Macon County Board of Commissioners
Post Office Box 297
Oglethorpe, Georgia 31068

Rayetta Volley, County Administrator
Sumter County Board of Commissioners
Post Office Box 295
Americus, Georgia 31709

Douglas Jamieson, County Administrator
Schley County Board of Commissioners
Post Office Box 352
Ellaville, Georgia 31806

Darrell Holbrook, Chairman
Webster County Board of Commissioners
Post Office Box 29
Preston, Georgia 31824

Re: OCPD Contract for the first half of 2022

Dear Sir or Madam:

Attached please find the proposed contract and attachments for the first half of 2022. The language of the contract remains unchanged except that the dates, and several of the administrators/chairpersons have changed.

The monetary obligations to the counties have not changed for this six-month period. However, there will be a small increase to reflect a scheduled rise in rent beginning in July. This increase is spread over the 12-month period covering July 2022 thru June 2023 and is shared by all six counties of the Southwestern Circuit pro rata. This increase is part of an escalating rental schedule that continues thru fiscal year 2025 that was established under the previous Circuit Public Defender.

I would also like to let you know that this office will be requesting a ten thousand dollar (per year) increase in the "other operating expenses" line of the budget beginning with the July 2022

budget cycle. As with all of our expenses, this expense will be spread across all of the circuit counties pro rata. This line item is a blanket term that covers all operating expenses other than rent. This increase is necessary to account for operating budget that was lost as a result of this office no longer providing representation in Sumter County State Court.

However, I will assure you that the proposed increase would not be viewed as a license to spend. In fact, this year we are returning \$78,311.24 in unused personnel expenses to the counties, and over the past three years we have returned approximately \$200,000 to the counties. The Office of the Circuit Public Defender has always tried to be a responsible steward of the public funds and will continue to do so.

Please review the proposed contract and budget and let me know whether or not you would like me to come present it to your Commission. I will also be happy to answer any questions or address any issues that you may have.

I want to take this opportunity to thank you for all of your support through the years. It is only through the support and cooperation of the counties that this office is able to provide service to this community.

Sincerely,

A handwritten signature in black ink, appearing to read 'David T. Winheim', with a long horizontal flourish extending to the right.

David T. Winheim

ENCLOSURES:

Proposed contract between the OCPD and the counties of the Southwestern Judicial Circuit
Attachments to the contract

pc: Omatayo Alli, Executive Director, Georgia Public Defender Council



INDIGENT DEFENSE CONTRACT BETWEEN THE OFFICE OF THE CIRCUIT PUBLIC DEFENDER OF THE SOUTHWESTERN JUDICIAL CIRCUIT AND THE GOVERNING AUTHORITIES OF LEE, MACON, SCHLEY, STEWART, SUMTER, AND WEBSTER COUNTIES

THIS CONTRACT is entered into on the dates listed on the signature pages below between the Office of the Circuit Public Defender of the Southwestern Judicial Circuit (hereinafter referred to as the "Office of the Circuit Public Defender"), the governing authority of Lee County, a body politic and a subdivision of the State of Georgia (hereinafter referred to as "Lee County"), the governing authority of Macon County, a body politic and a subdivision of the State of Georgia (hereinafter referred to as "Macon County"), the governing authority of Schley County, a body politic and a subdivision of the State of Georgia (hereinafter referred to as "Schley County"), the governing authority of Stewart County, a body politic and a subdivision of the State of Georgia (hereinafter referred to as "Stewart County"), the governing authority of Sumter County, a body politic and a subdivision of the State of Georgia (hereinafter referred to as "Sumter County"), and the governing authority of Webster County, a body politic and a subdivision of the State of Georgia (hereinafter referred to as "Webster County"). Lee County, Macon County, Schley County, Stewart County, Sumter County, and Webster County are hereinafter referred to collectively as the "Counties."

WHEREAS, the Office of the Circuit Public Defender and the Counties enter into this contract to implement the provisions of the Georgia Indigent Defense Act of 2003, as amended; and

WHEREAS, the Counties are bodies 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 Office of the Circuit Public Defender exists under the laws of the State of Georgia and operates under the laws and Constitution of the State of Georgia with full power to enter into contracts and agreements with other entities; and

WHEREAS, it is the intent of the parties to this contract 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 ("GPDC"). This system and this contract include the following:

- (1) The provision by the Office of the Circuit Public Defender and GPDC of the statutorily required services to the Counties;

- (2) The payment to the Office of the Circuit Public Defender by the Counties for assistant public defenders and investigators and administrative assistants;
- (3) The payment by the Counties 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 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 contract.

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

ARTICLE 1--STATUTORY AND ADDITIONAL SERVICES

Section 1.01 Statutory staffing:

The Office of the Circuit Public Defender and GPDC agree to provide for the Southwestern Judicial Circuit full-time staff for a 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 2 additional persons to perform administrative, investigative, clerical, and/or paraprofessional services. In addition, pursuant to OCGA § 17-12-27(a)(2), and for as long as the General Assembly provides adequate funding, the Office of the Circuit Public Defender and GPDC agree to provide for the Southwestern Judicial Circuit one additional full-time assistant public defender.

Section 1.02 Statutory services:

The Office of the Circuit Public Defender agrees to provide representation to indigent defendants in the following cases:

- (1) Misdemeanor and felony cases prosecuted in the superior courts of the Counties 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 courts of the Counties on a revocation of probation;
- (3) Cases prosecuted in the juvenile courts of the Counties 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 Office of the Circuit Public Defender and GPDC agree to provide for legal representation by an attorney who is not an employee of the Office of the Circuit Public Defender in cases described in

Section 1.02 in which the Office of the Circuit Public Defender has a conflict of interest which cannot be resolved by assigning a different lawyer in the Office of the Circuit Public Defender.

ARTICLE 2--ADDITIONAL ASSISTANT PUBLIC DEFENDERS, INVESTIGATORS, AND ADMINISTRATIVE ASSISTANTS

Section 2.01 Additional employees:

The Counties agree to pay to the Office of the Circuit Public Defender the amount provided in the attachments for the additional personnel listed in the attachments. The amount to be paid includes a 5% administrative services fee. The 5% administrative services fee covers all of the expenses relating to the "county-funded state employees" that would normally be paid by the State on behalf of "state-funded state employees" such as travel reimbursements for travel to the training seminars provided by GPDC. This administrative services fee is determined by the total amount for the budgeted positions. Any unused portion of the administrative services fee for that fiscal year will be refunded to the Counties. The additional personnel employed by the Office of the Circuit Public Defender pursuant to this Section are full-time state paid employees of the Office of the Circuit Public Defender in the unclassified service of the State Merit System of Personnel Administration with all benefits of such appointed state employees as provided by law. The additional personnel employed by the Office of the Circuit Public Defender pursuant to this Section serve at the pleasure of the Circuit Public Defender of the Southwestern Judicial Circuit. The parties agree that the employment of additional personnel by the Office of the Circuit Public Defender pursuant to this section may be terminated by the Office of the Circuit Public Defender if the County does not pay for the costs of these personnel in advance in accordance with this contract. Any changes to the attachments shall be made in accordance with Section 4.05.

Section 2.02 State Bar dues:

The Counties agree to pay the State Bar dues of all of the attorneys who work for the OCPD. In addition to allowing all of the lawyers to legally practice law, this will allow the courts to determine that every attorney who works for the OCPD is paid at least in part by the Counties so the courts can order any and all attorney's fees to be paid to the Counties pursuant to O.C.G.A. § 17-12-51(a).

Section 2.03 Payment terms:

Sumter County agrees to pay the Office of the Circuit Public Defender all of the additional personnel costs stated in the attachments in monthly installments. Installments are due by the 15th day of the preceding month to GPDC. Installments will be paid directly to GPDC with the first installment paid by the 15th of the month before the effective date of this contract. The Office of the Circuit Public Defender agrees to use these funds for the purpose of paying the salary, benefits, and administrative costs of the additional personnel listed in the attachments. At or near the end

of every quarter¹, Sumter County will send invoices to the other five counties for their pro rata share of the additional personnel costs for the quarter that is ending. No funds provided to the Office of the Circuit Public Defender pursuant to this agreement may be utilized for bonuses or rewards for meritorious service to the Circuit Public Defender, the Circuit Public Defender's employees, or contractors, or otherwise utilized in a manner prohibited by Article III, Section VI, Paragraph VI of the Constitution of the State of Georgia prohibiting gratuities.

Section 2.04

The Office of the Circuit Public Defender agrees to authorize and direct GPDC to refund to the Counties (through Sumter County) any funds that have been on deposit with GPDC at the end of the State's fiscal year and that were paid to GPDC for positions that are not filled or were not spent for whatever reason and are not expected to be spent for expenses incurred during the term of this agreement. Any such refund due the Counties shall be issued at the end of the State's fiscal year.

ARTICLE 3--PROVISION BY THE COUNTIES 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 OF THE CIRCUIT PUBLIC DEFENDER.

Section 3.01 Office expenses:

The Counties agree to pay their pro rata share of the budget provided in the attachments, which is the budget for appropriate utilities, telephone expenses, materials, supplies, and other expenses necessary to equip, maintain, and furnish the Office of the Circuit Public Defender.

Section 3.02 Travel and expense reimbursement:

The Counties agree to provide travel advances and to reimburse expenses which may be incurred in the performance of the employee's official duties under this contract by an employee of the Office of the Circuit Public Defender to the extent the expenses are not reimbursed by the State.

Section 3.03 Payment terms:

Sumter County will administer and advance the operating expenditures to the extent the expenses are authorized by the Circuit Public Defender of the Southwestern Judicial Circuit and are within the budget as set out in the attachments. Lee County, Macon County, Schley County, Stewart County, and Webster County agree to pay their pro rata share of the operating expenditures listed in the attachments to Sumter County. These funds will be paid quarterly to Sumter County and

¹ As used in this contract, quarters will start on the first days of January, April, July, and October and will end the day before the next quarter starts.

will be based on actual expenditures for the previous quarter based on an invoice sent by Sumter County. Sumter County shall not be responsible for determining whether any expenditures or requests for payment submitted by the Office of the Circuit Public Defender are a legitimate government expense or authorized by law. The Office of the Circuit Public Defender will cooperate with any of the Counties to provide any documentation of any expenditure on request if such documentation is reasonably available to the Office of the Circuit Public Defender.

Section 3.04

Reports, Accounting, and Audits: Sumter County will comply with reasonable requests by the Office of the Circuit Public Defender to provide the Office of the Circuit Public Defender with reports and other information concerning operating expenses required by any State auditor or by GPDC or requested by the Office of the Circuit Public Defender.

Within 15 days of receipt, the Office of the Circuit Public Defender will comply with reasonable requests by any of the Counties to provide reports and other information concerning operating or personnel expenses including a complete copy of any audits of its financial statements, expenditures, or funds, including, but not limited to, any work papers, spreadsheets, line item details, or other documents reviewed by the auditor. The duty to provide a copy of such audits expressly includes any audits conducted by the State of Georgia or a private auditor, regardless of the source of the funds audited.

In addition, any County may request an annual audit of the funds provided to the Office of the Circuit Public Defender pursuant to this contract. Upon receipt of any such request, the Office of the Circuit Public Defender shall take reasonable steps in a timely manner to engage an independent auditor at the expense of the County that requested the audit. No later than 60 days after receipt of the County's request, the Office of the Circuit Public Defender shall provide the Counties a copy of the auditor's reports, findings, and recommendations, and, upon request, a copy of all work papers, spreadsheets, line item details, and other documents or information reviewed by the auditor.

Within 30 days of the close of the term of this contract, Sumter County shall provide the Office of the Circuit Public Defender an accounting, including line item details, of the manner in which the funds allocated pursuant to this contract were applied or spent. Within 15 days of receipt, the Office of the Circuit Public Defender shall thereafter provide a complete copy of the accounting to all other Counties.

Within 30 days of the close of the term of this contract, the Office of the Circuit Public Defender shall provide the Counties an accounting of the number of indigent clients served in the unincorporated area of each county compared to each of the municipalities in each such county.

ARTICLE 4--MISCELLANEOUS

Section 4.01 Term:

The term of this contract is the 6 month period beginning on January 1, 2022 and ending on June 30, 2022. This contract only covers a 6 month period because the Counties do not all share the same fiscal year and it is understood that the Counties may desire to know what their maximum expenses will be for the next 12 months so that they can set their budgets accordingly. In order to provide a maximum figure for the next 12 months for budgeting purposes, the Office of the Circuit Public Defender hereby agrees that the maximum budget that it will ask for in the contract for the following 6 months will not be more than 5% higher than the budget set out in this contract. This is a one-way agreement by the Office of the Circuit Public Defender and there is no corresponding agreement by the Counties to provide any increase whatsoever during the following 6 months.

Section 4.02 Severability:

Any section, subsection, paragraph, term, condition, provision or other part (hereinafter collectively referred to as "part") of this contract 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 contract, and the remainder of this contract 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 contract shall not affect any other part of this contract, and the remainder of this contract shall continue to be of full force and effect.

Section 4.03 Cooperation, dispute resolution, and jurisdiction:

- (1) The Office of the Circuit Public Defender and the Counties collectively and individually acknowledge that this contract may need to be revised periodically to address new or unforeseen matters;
- (2) Each party to this contract agrees to cooperate with the other party to effectuate and carry out the intent of this contract;
- (3) This contract, and the rights and obligations of the parties, shall be 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 4.04 Notice:

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

Lee County: Christi Dockery, County Clerk & Co-County Manager
Lee County Board of Commissioners
110 Starksville Avenue North
Leesburg, Georgia 31763

Macon County: Kelvin Lewis, County Manager
Macon County Board of Commissioners
Post Office Box 297
Oglethorpe, Georgia 31068

Schley County: Douglas Jamieson, County Manager
Schley County Board of Commissioners
Post Office Box 352
Ellaville, Georgia 31806

Stewart County: Joseph B. Williams, Chairman
Stewart County Board of Commissioners
Post Office Box 157
Lumpkin, Georgia 31815

Sumter County: Rayetta Volley, County Administrator
Sumter County Board of Commissioners
Post Office Box 295
Americus, Georgia 31709

Webster County: Darrell Holbrook, Chairman
Webster County Board of Commissioners
Post Office Box 29
Preston, Georgia 31824

Office of the Circuit Public Defender: David T. Winheim, Circuit Public Defender
Southwestern Judicial Circuit
510 West Lamar Street, 2nd Floor
Americus, Georgia 31709

Georgia Public Defender Council: Omotayo Alli, Executive Director
Georgia Public Defender Standards Council
104 Marietta Street, Suite 200
Atlanta, GA 30303

Section 4.05 Contract modification:

This contract, including the attachments hereto, constitutes the entire agreement between the parties with respect to the subject matter of this contract and may be altered or amended only by a subsequent written agreement of equal dignity. Provided, however, that the Circuit Public Defender may revise individual line items of the budget as follows: individual line items may be adjusted by the Circuit Public Defender via instructions to Sumter County, the fiscal agent, and/or to GPDC, without notice, so long as said budget revisions do not increase the budgeted amount set out in this contract. This contract 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 contract.

Section 4.06 Termination:

- (1) Due to non-availability of funds: in the event that any of the sources of reimbursement for services under this contract (appropriations from the General Assembly of the State of Georgia, or appropriations from a county governing authority) are reduced during the term of this contract, the Office of the Circuit Public Defender may terminate the contract. The certification by the Director of GPDC of the occurrence of reduction in State funds is conclusive. The certification by the person designated in Section 4.04 for the receipt of notice for each of the Counties of the occurrence of the reduction in county funds is conclusive. The Counties agree to promptly notify the Office of the Circuit Public Defender in writing of the non-existence or insufficiency of funds and the date of termination. The Office of the Circuit Public Defender may then immediately cease providing the services required hereunder except for any necessary winding down and transition services required under Section 4.07. In lieu of terminating this contract, the Counties and the

Office of the Circuit Public Defender may make financial and other adjustments to this contract by amending it pursuant to Section 4.05.

- (2) For cause: this contract 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 contract. "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 contract 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 Office of the Circuit Public Defender shall submit a final contract expenditure report containing all charges incurred through and including the termination date to the Counties no later than 30 days after the effective date of written notice of termination and the Counties shall pay the amount due within 15 days of the receipt of the final contract expenditure report. Upon termination of this contract, the Office of the Circuit Public Defender shall not incur any new obligations after the effective date of the termination, except as required under Section 4.07. The above remedies contained in this subsection are in addition to any other remedies provided by law or the terms of this contract.
- (3) For Convenience: this contract may be cancelled or terminated by any of the parties without cause; however, the party seeking to terminate or cancel this contract shall give written notice of its intention to do so to the other parties at least 60 days prior to the effective date of cancellation or termination.
- (4) Post-termination obligations: after termination of this contract pursuant to this Section, the Office of the Circuit Public Defender and the Counties agree to comply with the provisions of Section 4.07.

Section 4.07 Cooperation in transition of services.

- (1) During or at the end of the contract: the Office of the Circuit Public Defender agrees upon termination or expiration of this contract, in whole or in part, for any reason to cooperate as requested by the Counties to effectuate the smooth and reasonable transition of services for existing clients. This includes but is not limited to the continuation of representation by the Office of the Circuit Public Defender 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 Counties of the client records. The Counties shall compensate the Office of the Circuit Public Defender for all post-termination or post-expiration services under this subsection. The Office of the Circuit Public Defender shall submit a monthly expenditure report containing all charges incurred during the preceding month on or before the 5th day of each month. The Counties 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 contract.

- (2) Statutory responsibility continuation: the Office of the Circuit Public Defender and the Counties 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 contract does not relieve either party of their responsibility under the law.

Section 4.08 Advance of funds:

The parties agree that advances of funds cannot remain outstanding following contract expiration or termination and will be reclaimed. The parties agree that upon termination of this contract all unexpended and unobligated county funds held by the parties revert to the Counties and shall be distributed based on their pro-rata contributions outlined in the attachments hereto. The parties agree to reconcile expenditures against advances of funds within 30 days of termination of this contract.

Section 4.09 Attachments incorporated:

The attachments are incorporated into this contract by reference as if fully set forth herein.

Section 4.10 Time:

Time is of the essence.

IN WITNESS WHEREOF, the parties have each here unto affixed their signatures the day and year set out below.

Lee County
by: _____
Signature

Title

ATTEST:

Date

Macon County
by: _____
Signature

Title

ATTEST:

Date

Schley County
by: _____
Signature

Title

ATTEST:

Date

Stewart County
by: _____
Signature

Title

ATTEST:

Date

Sumter County
by: _____
Signature

Title

ATTEST:

Date

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[contract search term pi3441180701]

Webster County

by:

Signature

Title

Office of the Circuit Public Defender

by:


Signature

Circuit Public Defender
Title

ATTEST:

Date

ATTEST:

Michelle E. O'Connell

Nov. 22, 2021

Date

Georgia Public Defender Standards Council

by:

Signature

Title

ATTEST:

Date

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[contract search term pi3441190701]

zzz done -- OCPD Proposed January to June 2022 budget attachments

Attachment--Operating Expenses

Account number	Account name	Budgeted amount
100-2800-00-522310-000	rent	\$ 17,212.50
	other operating expenses	\$ 16,123.60
	Total	\$ 33,336.10

OCPD July to December 2021

zxx done -- OCPD Proposed January to June 2022 budget attachments

Attachment--Personnel Expenses									
Personnel budget--state funded									
* ID	12M Salary	6M salary	Health=Sx30.454%	FICA=Sx7.65%	Pension=Sx24.66%	Unemployment	6M Totals		
Total 6	\$ 482,439.59	\$	241,219.80	\$ 73,461.08	\$ 18,453.31	\$ 58,464.80	\$ 108.50	\$	\$ 382,727.49

Personnel budget--locally funded by all 6 counties										
* ID	12M Salary	6M salary	Health=Sx30.454%	FICA=Sx7.65%	Pension=Sx24.66%	Unemployment	Admin. fee**	6M Totals		
Total 6	\$ 323,140.24	\$	161,570.12	\$ 49,204.56	\$ 12,360.11	\$ 39,843.19	\$ 93.00	\$ 13,153.55	\$	276,224.54

**the administrative services fee is 5% for county-funded state employees to cover human resources, some training, and other expenses incurred by GPDC as an employer

worksheet based on current staffing and salaries only (any changes subject to Section 5.05)

Personnel budget--state funded	* ID	12M Salary	6M salary	Health=Sx30.454%	FICA=Sx7.65%	Pension=Sx24.66%	Unemployment	6M Totals
Circuit Public Defender	33 1	\$ 107,636.60	\$ 53,818.30	\$ 16,389.83	\$ 4,117.10	\$ 13,271.59	\$ 15.50	\$ 87,612.32
Assistant Circuit Public Defender	97 1	\$ 74,250.00	\$ 37,125.00	\$ 11,306.05	\$ 2,840.08	\$ 9,155.03	\$ 15.50	\$ 60,441.64
Assistant Circuit Public Defender	59 1	\$ 93,110.00	\$ 46,555.00	\$ 14,177.86	\$ 3,561.46	\$ 11,480.46	\$ 15.50	\$ 75,790.28
Assistant Circuit Public Defender	65 1	\$ 65,670.00	\$ 32,835.00	\$ 9,999.57	\$ 2,511.88	\$ 8,097.11	\$ 15.50	\$ 53,459.06
Investigator/Paralegal	22 1	\$ 41,792.99	\$ 20,896.50	\$ 6,363.82	\$ 1,598.58	\$ 5,153.08	\$ 15.50	\$ 34,027.47
Investigator/Paralegal	53 1	\$ 49,990.00	\$ 24,995.00	\$ 7,611.98	\$ 1,912.12	\$ 6,163.77	\$ 15.50	\$ 40,698.36
Hub	58 1	\$ 49,990.00	\$ 24,995.00	\$ 7,611.98	\$ 1,912.12	\$ 6,163.77	\$ 15.50	\$ 40,698.36
Total 6	6	\$ 492,439.59	\$ 241,219.80	\$ 73,461.08	\$ 18,453.31	\$ 59,484.80	\$ 108.50	\$ 392,727.49

Personnel budget--locally funded by all 6 counties	* ID	12M Salary	6M salary	Health=Sx30.454%	FICA=Sx7.65%	Pension=Sx24.66%	Unemployment	Admin. fee**	6M Totals
Assistant Circuit Public Defender	45 1	\$ 65,000.00	\$ 32,500.00	\$ 9,897.55	\$ 2,486.25	\$ 8,014.50	\$ 15.50	\$ 2,645.69	\$ 55,559.49
Assistant Circuit Public Defender	41 1	\$ 75,460.56	\$ 37,730.28	\$ 11,490.38	\$ 2,886.37	\$ 9,304.29	\$ 15.50	\$ 3,071.34	\$ 64,498.15
Assistant Circuit Public Defender	23 1	\$ 71,350.68	\$ 35,675.34	\$ 10,884.57	\$ 2,729.16	\$ 8,797.54	\$ 15.50	\$ 2,904.11	\$ 60,986.22
Administrative Assistant	16 1	\$ 32,498.59	\$ 16,249.30	\$ 4,948.56	\$ 1,243.07	\$ 4,007.08	\$ 15.50	\$ 1,323.18	\$ 27,786.68
Investigator/Paralegal	64 1	\$ 44,150.41	\$ 22,075.21	\$ 6,722.78	\$ 1,688.75	\$ 5,443.75	\$ 15.50	\$ 1,797.30	\$ 37,743.29
Office Manager/Investigator/Paralegal	72 1	\$ 34,680.00	\$ 17,340.00	\$ 5,280.72	\$ 1,326.51	\$ 4,276.04	\$ 15.50	\$ 1,411.94	\$ 29,650.72
Total 6	6	\$ 323,140.24	\$ 161,570.12	\$ 49,204.56	\$ 12,360.11	\$ 39,843.19	\$ 93.00	\$ 13,153.55	\$ 276,224.54

*Because of privacy concerns, the names of individual employees have been replaced by random numbers; a key will be provided to any county commissioner or staff member or anyone who complies with Article 4 of Chapter 18 of Title 50 of the Official Code of Georgia

**the administrative services fee is 5% for county-funded state employees to cover human resources, some training, some travel, and other expenses incurred by GPDC as an employer

***this is a one time contribution from GPDC to the OCPD to avoid having to ask the counties for a budget increase in the middle of the fiscal year

Attachment--Totals for 6 months covered by the contract

	GPDC budget	county budget
Personnel	\$ 392,727.49	\$ 276,224.54
Operating	\$	\$ 33,336.10
Total	\$	\$ 309,560.64

County share of personnel based on caseload	Caseload	Percentage	County Share
Lee	570	0.28358209	\$ 78,332.33
Macon	312	0.155223881	\$ 42,876.64
Schley	72	0.035820896	\$ 9,894.61
Stewart	82	0.04079802	\$ 11,268.86
Sumter	950	0.472536816	\$ 130,553.89
Webster	24	0.011940299	\$ 3,298.20
Totals	2010	1	\$ 276,224.54

County share of operating based on population	Population	Percentage	County Share
Lee	24757	0.296707775	\$ 9,891.08
Macon	14074	0.16857412	\$ 5,622.94
Schley	3786	0.045134789	\$ 1,504.62
Stewart	5252	0.062944187	\$ 2,098.31
Sumter	33200	0.397895469	\$ 13,284.28
Webster	2390	0.02864388	\$ 954.87
Totals	83439	1	\$ 33,336.10

County share of both personnel and operating	Personnel	Operating	County Share of both
Lee	\$ 78,332.33	\$ 9,891.08	\$ 88,223.41
Macon	\$ 42,876.64	\$ 5,622.94	\$ 48,499.58
Schley	\$ 9,894.61	\$ 1,504.62	\$ 11,399.23
Stewart	\$ 11,268.86	\$ 2,098.31	\$ 13,367.18
Sumter	\$ 130,553.89	\$ 13,264.28	\$ 143,818.17
Webster	\$ 3,298.20	\$ 954.87	\$ 4,253.07
Totals	\$ 276,224.54	\$ 33,336.10	\$ 309,560.64

Attachment--Retrospective and prospective worksheet

6 month totals for past, current, and maximum* future 6 month budgets

County	7/1/21 to 12/31/21	1/1/22 to 6/30/21	Max.* for 7/1/22 to 12/31/22	Max.* for 1/1/23 to 7/1/23
Lee	\$ 88,233.41	\$ 88,223.41	\$ 92,634.58	\$ 97,268.31
Macon	\$ 48,499.58	\$ 48,499.58	\$ 50,924.56	\$ 53,470.79
Schley	\$ 11,399.23	\$ 11,399.23	\$ 11,988.19	\$ 12,567.65
Stewart	\$ 13,367.18	\$ 13,367.18	\$ 14,035.53	\$ 14,737.31
Sumter	\$ 143,818.17	\$ 143,818.17	\$ 151,009.08	\$ 158,559.53
Webster	\$ 4,253.07	\$ 4,253.07	\$ 4,465.73	\$ 4,689.01

Total for the year from 7/1/21 to 6/30/22

County	
Lee	\$ 176,456.82
Macon	\$ 96,999.16
Schley	\$ 22,798.46
Stewart	\$ 26,734.36
Sumter	\$ 287,636.34
Webster	\$ 8,506.14

Maximum* total for the year from 1/1/22 to 12/31/22

County	
Lee	\$ 180,857.99
Macon	\$ 98,424.14
Schley	\$ 23,368.42
Stewart	\$ 27,402.71
Sumter	\$ 294,927.25
Webster	\$ 8,718.80

Maximum* total for the year from 7/1/22 to 6/30/23

County	
Lee	\$ 189,900.89
Macon	\$ 104,395.35
Schley	\$ 24,536.84
Stewart	\$ 28,772.85
Sumter	\$ 309,588.61
Webster	\$ 9,154.74

[search term p3441190701]

*references to the "Maximum" or "Max." do not necessarily imply that this is the amount that will be requested, see Section 4.01 for further explanation

	2000 Rate	2000	Gain/Loss
Macon County	49.89	45.00	-4.89
Ideal	3.68	4.04	0.36
Marshallville	9.49	10.41	0.92
Montezuma	28.41	31.19	2.78
Oglethorpe	8.53	9.36	0.83
	100	100	

	2010 Rate	2010	Gain/Loss
Macon County	54.31	48.00	-6.31
Ideal	3.39	3.85	0.46
Marshallville	9.82	11.18	1.36
Montezuma	23.47	26.73	3.26
Oglethorpe	9.01	10.24	1.23
	100	100	

	2010 Census	2000 Census	Gain/loss	
Macon County	8,005	7,022	983	
Ideal	499	518	-19	
Marshallville	1,448	1,335	113	
Montezuma	3,460	3,999	-539	
Oglethorpe	1,328	1,200	128	
	14,740	14,074	666	

	2020 Census	2010 Census	Gain/loss	
Macon County	6,585	8,005	(1,420)	
Ideal	407	499	-92	
Marshallville	1,048	1,448	-400	
Montezuma	3,047	3,460	-413	
Oglethorpe	995	1,328	-333	
	12,082	14,740	(2,658)	

Kelvin C. Lewis

From: Hogan, Paul H. <H.Hogan@hoganconstructiongroup.com>
Sent: Thursday, December 23, 2021 7:36 AM
To: Kelvin C. Lewis
Cc: Brickey, Henri
Subject: Macon County Budgeting

Good Morning Kelvin,

I wanted to follow up with you as discussed earlier this week. We worked with our estimating department and found the below budgeting that covers what you are looking for. The below costs will cover all construction costs, design costs, and the purchase and installation of loose furniture fixtures and equipment for each respective facility. We made quite a number of assumptions based on other facilities we have priced so there is potential for costs to be lower as your team decide what your actually need.

New Park & Recreation Facility: \$8,500,000.00 – This includes all items we discussed and an elevated indoor track. We priced a facility for another county that was extremely similar to what is desired.

Renovation & Expansion of Existing Facility: \$2,800,000.00 – This includes the expansion of the existing building and bringing it up to current building code.

New Fire Station: \$500,000 - \$550,000 – This is based on the documentation provided for the facility.

New Ballfield - \$6,500,000 - \$7,000,000 – This is based on 4 baseball fields, 3 softball field, restrooms, concession, and a scoring tower for competitive play. The number of fields can be reduced thus driving down the cost.

Please let me know if you have any questions.

Thanks,

Please note contact information below:

Paul Hogan Jr. | Project Manager

Hogan Construction Group LLC

5075 Avalon Ridge Parkway | Norcross, GA 30071

T: 770.242.8588 F: 770.242.7741 M: 678.356.2768

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Hogan

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