



GEORGIA INDIGENT DEFENSE SERVICES AGREEMENT

THIS AGREEMENT is entered into this ___ day of ___, 2017, between the Circuit Public Defender Office of the Cherokee Judicial Circuit (herein referred to as "the Public Defender Office") and the governing authority of Gordon County, a body politic and a subdivision of the State of Georgia (herein referred to as "the County") and is effective 7/1, 2017.

WITNESSETH:

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

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 under the laws of the State of Georgia 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, 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 its 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; and

(4) 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 Cherokee 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 2 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) Cases prosecuted in the Superior Court of Gordon 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 Gordon County on a revocation of probation;
- (3) Cases prosecuted in the Juvenile Court of Gordon County in which a child may face a disposition in a delinquency case of confinement, commitment or probation, subject to the provisions of Article 2, Section 2.02; 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 an attorney who is not an employee of the Public Defender Office in cases described in Section 1.02 in which the 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. The parties agree to the terms in Attachment A. Attachment A 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. Upon expiration or termination of the agreement, any unused portion of the administrative services fee may be refunded to the County in the discretion of the Georgia Public Defender Council. 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 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 ITS 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. The County agrees to pay its pro rata share of the budget provided in Attachment A, which is the budget for appropriate offices, utilities, telephone expenses, materials, and supplies to equip, maintain, and furnish the office or offices of the Public Defender Office. Attachment A is incorporated into this agreement by reference.

ARTICLE 4

MISCELLANEOUS

Section 4.01 Term. The term of this agreement is twelve (12) months beginning July 1, 2017 and ending June 30, 2018.

Section 4.02 Maintenance of effort. The County agrees to provide the space, equipment and operating expenses necessary to effectively operate the circuit public defender office.

Section 4.03 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 4.04 Cooperation, dispute resolution and jurisdiction. (a) The Public Defender Office and the County 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 4.05 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
Cherokee Judicial Circuit:

Christopher Paul

Circuit Public Defender

114 W. Cherokee Ave

Street

Cartersville GA, 30120

City,

Zip Code

Governing Authority of
Gordon County:

Name

Street

_____ GA, _____

City,

Zip Code

Georgia Public Defender Council:

Director
104 Marietta Street, Suite 200
Atlanta, GA 30303

Section 4.06 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 4.07 Termination. (a) Due to non-availability of funds. In the event that either of the sources of reimbursement for services under this agreement (appropriations from the General Assembly of the State of Georgia, or appropriations from the governing authority of the County) 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 named in Section 5.05 by the County to receive notices is conclusive. The County shall promptly notify the Public Defender Office in writing on 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 either 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 4.08 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 4.09 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 4.10 Rollover of Funds. The County acknowledges that state agencies have a fiscal year from July 1 to June 30. The County agrees to authorize the GPDC to roll over remaining county funds from the end of one fiscal year to the start of the new fiscal year.

Section 5.11 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.

CIRCUIT PUBLIC DEFENDER OFFICE GORDON COUNTY
CHEROKEE JUDICIAL CIRCUIT

By: [Signature] ~~(SEAL)~~
Signature

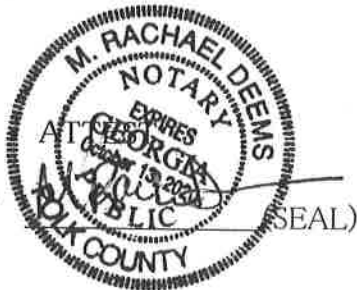
By: _____ ~~(SEAL)~~
Signature

Christopher Paul
Name

Name

Circuit Public Defender

Title



ATTEST:

(SEAL)

ATTEST:

(SEAL)

APPROVED AND CONSENTED TO:

GEORGIA PUBLIC DEFENDER
COUNCIL

BY: _____ (SEAL)

SIGNATURE

DIRECTOR

Gordon PD Budget FY 18

Locally Funded/State Contract Positions and Operating Budget for FY 2018										
Name	Salaries	Adjustment 2% COLA	Health Insurance	FICA	Pension	UI	Total			
Description of Costs	#		33.214% of Salary	7.65% of Salary	24.69% of Salary	\$31.00 per Position				
ATTORNEY POSITIONS										
Assistant Public Defender - II (Shared Position)	1	\$ 21,600.17	\$ 432.00	\$ 7,317.77	\$ 1,652.41	\$ 5,439.74	\$ 31.00	\$ 36,473.10		
Assistant Public Defender - II	1	\$ 55,592.00	\$ 1,171.84	\$ 18,853.54	\$ 4,342.43	\$ 14,014.99	\$ 31.00	\$ 94,005.81		
Assistant Public Defender - I (New Shared Position)	1	\$ 17,760.00	\$ 355.20	\$ 6,016.78	\$ 1,385.81	\$ 4,472.64	\$ 31.00	\$ 30,021.44		
ADMIN. POSITIONS										
Admin. Asst. (Shared Position)	1	\$ 14,980.98	\$ 299.62	\$ 5,075.30	\$ 1,168.97	\$ 3,772.78	\$ 31.00	\$ 25,328.64		
Admin. Asst.	1	\$ 42,575.10	\$ 851.50	\$ 14,423.71	\$ 3,257.00	\$ 10,722.03	\$ 31.00	\$ 71,860.34		
Other	0									
SUB-TOTALS:	5	\$ 152,508.25	\$ 3,110.17	\$ 51,687.10	\$ 11,806.62	\$ 38,422.19	\$ 155.00	\$ 257,689.32		
Other Adjustment (Credit from State)	0							\$ -		
GPDSC Admin. Fee (5%)								\$ 12,884.47		
SUB-TOTAL (Contract with State)								\$ 270,573.79		
Regular Salary & Wages (Local Supplement-PD)	1	\$ 6,660.00		\$ 509.49				\$ 7,169.49		
Regular Salary & Wages (Local Supp-Chief Asst)	1			\$ -				\$ -		
Regular Salary & Wages (Local Supp-PD II)	1			\$ -				\$ -		
Total Gordon Funded PD Personnel Budget								\$ 277,743.28		

The County agrees to pay the Public Defender Office \$270,574.00 in twelve (12) monthly installments of \$22,548.00 per month for the period of July 1, 2017 through June 31, 2018. Installments are due within ___ days of receipt of invoice from the Georgia Public Defender Standards Council (GPDSC). Installments will be paid directly to the GPDSC with the first installment paid in advance. The Public Defender Office agrees to use these funds for the purpose of paying the salary, benefits, and administrative costs for the enumerated positions in the amounts indicated (*Operating Expenses and Local Wages & Salary* are paid locally and are not a part of this contract).

Commissioner, Gordon County _____ Date _____

Operating Expenses	2018	
Court Reporters		\$835.00
R&M-Vehicles		\$450.00
Rental of Equipment		\$1,200.00
Comm. -Telephone		\$4,800.00
Comm. -Postage		\$600.00
Printing and Binding		\$1,000.00
Travel		\$0.00
Dues and Fees		\$1,250.00
Education and Training		\$500.00
Office Supplies		\$3,600.00
Books and Periodicals		\$2,900.00
TOTALS:		\$17,135.00

\$ 294,878.28