STATE OF GEORGIA 1 2 PROSECUTING ATTORNEYS' COUNCIL OF GEORGIA 3 STATE PAID, COUNTY REIMBURSED PERSONNEL (SPCR) 4 **CONTRACT EXTENSION** 5 **COUNTY PAID PERSONNEL** 6 7 8 9 COUNCIL ADMINISTRATIVE INFORMATION: 10 Contractor's FEI #: 11 12 Contractor's FY End Date: JUNE 30, 2018 Contractor's Entity Type: LOCAL GOVERNMENT 13 14 **Total Obligation:** \$387,836.73 15 Federal: \$_____ State: 16 17 Match: \$ 18 19 20 1. **GENERAL CONTRACT PROVISIONS:** 21 22 The contract made and entered into by and between the PROSECUTING (a) ATTORNEYS' COUNCIL OF GEORGIA, an agency of the Judicial Branch of the 23 State of Georgia legally empowered to contract pursuant to O.C.G.A. §§ 15-18-44 24 and 15-18-20.1 and as otherwise identified in Section 2 of this contract extension, and 25 hereinafter referred to as the COUNCIL and 26 27 28 District Attorney for the Cherokee Judicial Circuit 135 W. Cherokee Avenue, Suite 368 29 30 Cartersville, Georgia 30120 31 32 And 33 34 **Bartow County Board of Commissioners** 135 W. Cherokee Avenue, Suite 251 35 36 Cartersville, Georgia 30120 37 38 And 39 **Gordon County Board of Commissioners** 40 **PO Box 580** 41 42 Calhoun, Georgia 30703 43 44 legally empowered to contract pursuant to the laws of the State of Georgia, and hereinafter referred to as the CONTRACTOR, dated July 1, 2009, (hereinafter 45 referred to as the "original contract") is hereby extended for the period of time 46 47 specified in Section 2 of this contract.

- (b) This contract extension is deemed to be made under and shall be construed and enforced in every respect according to the laws of the State of Georgia. Any lawsuit or other action based on a claim arising from this Contract shall be brought in a court or other forum of competent jurisdiction within Fulton County, State of Georgia.
- (c) Nothing contained in this contract shall be construed to constitute the CONTRACTOR or any of its employees, agents, or subcontractors as a partner, employee, or agent of the COUNCIL, nor shall either party to this contract have any authority to bind the other in any respect, it being intended that each shall remain an independent contractor.
- (d) By executing this contract extension, the CONTRACTOR warrants and guarantees that the resolution or resolutions adopted by the governing authority of the county or counties covered by the original contract which authorized the District Attorney for the Cherokee Judicial Circuit to enter into this contract on behalf of said county or counties as provided in O.C.G.A. § 15-18-21.1 remain in full force and effect. Said resolution or resolutions, copies of which are annexed to the original contract are incorporated herein by reference as fully set forth.

2. PERIOD OF CONTRACT:

This contract extension is effective as of the 1st day of July, 2017, and shall terminate on the 30th day of June, 2018, unless terminated earlier under other provisions of this contract.

- 3. COUNCIL AND CONTRACTOR CONTACT INFORMATION: Unless otherwise stated herein, the COUNCIL and CONTRACTOR contact information set forth in the original contract shall be the same for the period of this contract extension. Either party may change such information during the term of this contract extension by written notification to the other party.
- 4. SCOPE OF SERVICES. The Scope of Services set forth in the original contract shall remain the same during the term of this contract extension.

5. COUNTY PAYMENTS TO THE COUNCIL:

- (a) The approved contract budget for the period of this contract as identified in Section 2 is \$387,836.73.
- (b) The Contractor will pay the Council monthly payments for reimbursement of total allowable expenditures as invoiced monthly which are within the approved budget.
- 6. CONTINUATION OF OTHER ORIGINAL CONTRACT PROVISIONS. The provisions of Sections 3 through 24 of the original contract shall remain in full force and effect during the term of this contract extension, unless modified in accordance with Section

9 of the original contract, and such provisions are incorporated herein by reference as if fully set forth.

7. CONTRACT EXTENSION ANNEX INCLUSION:

This contract includes annexes as listed below, which are hereto attached:

Annex A Contract Budget

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures the day and year first above written.

^{**}Must be a date equal to or earlier than the effective date of the contract as specified in Section 2 of this contract.

FY 2018 State-Paid County Reimbursed (SPCR) Contract Annex A Cost Estimate

	Name of the last	The	08	Based (April)	Increase	Supplement	Monthly	Monthly	Annual Compensation	DCA @ 7.65%	HBP @ 30,45%	ERS @ 74.65%	Workers' Comp	Unemployment	Merit - 205% of Salary	Usbilly	Estimated Total FT 2018 Costs
05210	4182210 Strickland, Dana Nicole Investigator (JUD)		00694896	\$3,038.15	\$151.84			\$3,189.99	\$38,279.85	\$2,928.41	\$11,656.21	\$9,451.29	\$622.63	\$37.21	\$78.47	\$502.63	\$63,556.71
01,223	4182210 Law,Whitney	Asst District Attorney 3 (ADA) 01088404	01068404	\$4,638.17		\$1,200.00		\$5,838.17	\$70,058.00	\$5,359.44	\$21,332.66	\$13,741.96	\$622.63	\$37.21	\$114.10	\$503.63	\$111,769.63
32210	Wilkinson, James Adam	4182210 Willurson, James Adam Asst District Attomey 2 (ADA) (01022576	01022576	\$4,005.17		\$1,050.00		\$5,055.17	\$60,662.04	\$4,640.65	\$18,471.59	\$11,866,52	\$622.63	\$37.21	\$98.53	\$502.63	\$96,901.79
32210	Wyatt Joshua Steven	4182210 Wyatt, Joshua Steven Asst District Attorney 3 (ADA) 01022576	01022576	\$4,638.17		\$1,200,00		\$5.838.17	\$70,058.00	\$5,359.44	\$21,332,66	\$13,741.96	\$622.63	\$37.21	\$114.10	\$502.63	\$111,768,63

\$3,839.97

1% Admin Fee

\$405.20 \$2,011.52

\$239,057.89 \$18,287.93 \$72,793.13 \$48,801.73 \$2,490.52 \$148,84

\$16,319.65 \$151.84 \$3,450.00 \$0.00 \$19,921.49

\$387,836.73 Estimated FY 2018 Contract