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**STATE OF GEORGIA
PROSECUTING ATTORNEYS' COUNCIL OF GEORGIA
STATE PAID, COUNTY REIMBURSED PERSONNEL (SPCR)
CONTRACT EXTENSION
COUNTY PAID PERSONNEL**

COUNCIL ADMINISTRATIVE INFORMATION:

Contractor's FEI #: _____

Contractor's FY End Date: **JUNE 30, 2020**

Contractor's Entity Type: **LOCAL GOVERNMENT**

Total Obligation: \$402,549.19

Federal: \$ _____

State: \$ _____

Match: \$ _____

1. GENERAL CONTRACT PROVISIONS:

- (a) The contract made and entered into by and between the **PROSECUTING ATTORNEYS' COUNCIL OF GEORGIA**, an agency of the Judicial Branch of the State of Georgia legally empowered to contract pursuant to O.C.G.A. §§ 15-18-44 and 15-18-20.1 and as otherwise identified in Section 2 of this contract extension, and hereinafter referred to as the COUNCIL and

District Attorney for the Cherokee Judicial Circuit
135 W. Cherokee Street #368
Cartersville, Georgia 30120

And

Bartow County Commissioner
135 W. Cherokee Avenue, Suite 251
Carterville, Georgia 30120

And

The Gordon County Board of Commissioners
Becky Hood, Chairperson
201 North Wall Street
Calhoun, Georgia 30703

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 referred to as the "original contract") is hereby extended for the period of time 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

1 or other action based on a claim arising from this Contract shall be brought in a court
2 or other forum of competent jurisdiction within Fulton County, State of Georgia.

3
4 (c) Nothing contained in this contract shall be construed to constitute the
5 CONTRACTOR or any of its employees, agents, or subcontractors as a partner,
6 employee, or agent of the COUNCIL, nor shall either party to this contract have any
7 authority to bind the other in any respect, it being intended that each shall remain an
8 independent contractor.

9
10 (d) By executing this contract extension, the CONTRACTOR warrants and guarantees
11 that the resolution or resolutions adopted by the governing authority of the county or
12 counties covered by the original contract which authorized the execution of the
13 original contract on behalf of said county or counties as provided in O.C.G.A. § 15-
14 18-21.1 remain in full force and effect. Said resolution or resolutions, copies of
15 which are annexed to the original contract are incorporated herein by reference as
16 fully set forth.

17
18 **2. PERIOD OF CONTRACT:**

19
20 This contract extension is effective as of the **1st day of July, 2019**, and shall terminate on
21 the **30th day of June, 2020**, unless terminated earlier under other provisions of this contract.

22
23 **3. COUNCIL AND CONTRACTOR CONTACT INFORMATION:** Unless otherwise
24 stated herein, the COUNCIL and CONTRACTOR contact information set forth in the
25 original contract shall be the same for the period of this contract extension. Either party may
26 change such information during the term of this contract extension by written notification to
27 the other party.

28
29 **4. SCOPE OF SERVICES.** The Scope of Services set forth in the original contract shall
30 remain the same during the term of this contract extension.

31
32
33 **5. COUNTY PAYMENTS TO THE COUNCIL:**

34
35 (a) The approved contract budget for the period of this contract as identified in Section 2
36 is **\$402,549.19**.

37
38 (b) The Contractor will pay the Council monthly payments for reimbursement of total
39 allowable expenditures as invoiced monthly which are within the approved budget.

40
41 **6. CONTINUATION OF OTHER ORIGINAL CONTRACT PROVISIONS.** The
42 provisions of Sections 3 through 24 of the original contract shall remain in full force and
43 effect during the term of this contract extension, unless modified in accordance with Section
44 9 of the original contract, and such provisions are incorporated herein by reference as if fully
45 set forth.

1 7. **CONTRACT EXTENSION ANNEX INCLUSION:**

2
3 This contract includes annexes as listed below, which are hereto attached:

4
5 Annex A Contract Budget

6
7
8 **IN WITNESS WHEREOF**, the parties have hereunto affixed their signatures the day and year first
9 above written.

10
11
12 **CONTRACTOR EXECUTION:**

13
14 
15 Signature

16
17 10/9/19

18
19 ****Date signed by Contractor**

20
21 The Honorable Rosemary M. Greene
22 District Attorney, Cherokee Judicial Circuit
23 135 W. Cherokee Street #368
24 Cartersville, Georgia 30120
25 (770) 387-5080

26
27 
28 Signature

29
30 10/10/19

31
32 ****Date signed by Commission Chairman**

33
34
35 Steve Taylor, Chairman
36 Bartow County Commissioner
37 135 W. Cherokee Street, Ste 251
38 Cartersville, Georgia 30120

41

42

43

44 Signature

45

46

47 ****Date signed by Contractor**

48

49 Becky Hood, Chairman
50 Gordon County Board of Commissioners
51 PO Box 580
52 Calhoun, Georgia 30703
53 (770) 387-5030

54

COUNCIL EXECUTION:

Signature

****Date signed by Council**

Pete Skandalakis
Executive Director
Prosecuting Attorneys' Council of Georgia
1590 Adamson Parkway, 4th Floor Morrow,
Georgia 30260

56
57
58
59
60 ****Must be a date equal to or earlier than the effective date of the contract as specified in Section 2 of**
61 **this contract.**

