

**BOARD OF COUNTY COMMISSIONERS  
 JASPER COUNTY, GEORGIA  
 REGULAR MEETING AGENDA  
 \*\*\*\* COMMISSIONERS MEETING ROOM, GROUND FLOOR\*\*\*\*  
 MONTICELLO, GEORGIA  
 June 3, 2024  
 6:00 p.m.**

**\*\*\* The meeting will be live streamed Via Facebook on the Jasper County Georgia Facebook Page.**

<b>1. Call to Order (6:00 p.m.)</b>				
NAME	PRESENT	ABSENT	LATE	ARRIVED
DISTRICT 1 – SHEILA G. JONES	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
DISTRICT 2 – BRUCE HENRY, CHAIR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
DISTRICT 3 – DON JERNIGAN	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
DISTRICT 4 – ASHER GRAY	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
DISTRICT 5 - STEVEN LEDFORD, VICE-CHAIR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

**II. Pledge of Allegiance –**

**III. Invocation – District 2**

**IV. Approval of Agenda**

**V. Consent Agenda –**

1. Approval of Minutes:
  - Budget Work Session Minutes- May 3, 2024
  - Regular Meeting Minutes- May 6, 2024
  - Budget Work Session Minutes- May 10, 2024
  - Budget Work Session Minutes- May 17, 2024
  - Budget Work Session Minutes- May 24, 2024

2. Check Register – Check #'s 71057- 71312

**VI. Public Hearings with Business Action**

*Public Hearings are conducted to allow public comments on specific advertised issues such as rezoning, ordinances, policy development and other legislative actions to be considered by the County Commissioners. Following the public hearing. The Board of Commissioners will act on each item presented below.*

**VII. Presentations/Delegations**

*Presentation/Delegations allows scheduled speakers to address the Commission for not more than ten (10) minutes on specific topics or for recognition of citizens, county employees or other events by the Commissioners.*

**VIII. Citizens Comments**

*The Citizens Comments section of the Agenda allows citizens who sign up to address the Commission for not more than three (3) minutes on specific topics. The County Attorney will keep time. Please be courteous of the 3-minute time limit. Comments noted from citizens via the Jasper County FB Page.*

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**IX. County Commissioner Items & Updates**

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**X. Regular Agenda**

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**Business Items:**

1. Memorandum of Understanding – Monticello-Jasper County Chamber of Commerce
2. FY 2025 Employee Health Insurance Program
3. Board of Elections and Registrations Formation – Senate Bill 212
4. Senior Center Grading and Drainage Project Proposal
5. Joint Development Authority FY 2025 Budget Review
6. Sands Drive Park Pavilion Picnic Tables and Benches
7. Human Resources and County Boards Report
8. Ocmulgee Circuit Public Defender's Office - Georgia Indigent Defense Services Agreement
9. FY 2025 Proposed Budget, 2024 Millage Rates, and 2024 Digest- Consensus to Advertise
10. Schedule Work Sessions and Called Meetings as Needed

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**XI. County Attorney Items**

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**XII. County Manager Update**

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**XIII. Executive Session**

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Consultation with County attorney to discuss pending or potential litigation as provided by O.C.G.A. §50-14-2(1); Discussion of the future acquisition of real estate as provided by O.C.G.A. §50-14-3(4); and discussion on employment, compensation, or periodic evaluation of county employees as provided in O.C.G.A. § 50-14-3(6)

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**XIV. Adjournment**

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**Consent Agenda – Item 1:**

**Agenda Request – Jasper County BOC**

**Department:** Board of Commissioners

**Date:** June 3, 2024

**Subject:** Approval of Minutes

**Summary:**

Minutes have been completed for the Jasper County Board of Commissioners:

- Budget Work Session Minutes- May 3, 2024
- Regular Meeting Minutes- May 6, 2024
- Budget Work Session Minutes- May 10, 2024
- Budget Work Session Minutes- May 17, 2024
- Budget Work Session Minutes- May 24, 2024

**Background:**

**Cost:** \$0

**Recommended Motion:**

**Approve minutes for:**

- Budget Work Session Minutes- May 3, 2024
- Regular Meeting Minutes- May 6, 2024
- Budget Work Session Minutes- May 10, 2024
- Budget Work Session Minutes- May 17, 2024
- Budget Work Session Minutes- May 24, 2024

Jasper County Board of Commissioners  
Budget Work Session  
May 3, 2024  
9:00 A.M

Chairman Henry called the Work Session to order at 9:00 a.m.

Commissioners Present: Bruce Henry -Chairman, Steven Ledford -Vice Chairman; Don Jernigan, Sheila Jones, and Asher Gray.

Staff Present: Mike Benton, County Manager, Sheila Belcher, County Clerk, Larissa Ruark, Chief Accounting Officer

The Board of Commissioners covered changes in the proposed budget. Commissioner Gray questioned why the BOC funds the library. Staff was instructed to ask the library representative to bring their detailed budget.

Staff was also advised to make appropriations aware that if there is not an MOU in place there will not be any funding.

In addition, staff was directed to:

- Get the Southern Crescent documents to the County Attorney for review.
- Have Tax Assessor Board & Development Authority to come to present their budget requests
- Have Department heads with increases to come present their budget requests

The Work Session was closed at 12:07 p.m.

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*Bruce Henry, Chairman*

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*Sheila Belcher, Clerk*

**Jasper County Board of Commissioners**  
**May 6, 2024**  
**Regular Meeting Minutes**  
**6:00 P.M.**

Chairman Bruce Henry called the meeting to order at 6 p.m.

Commissioners Present: Bruce Henry, Chairman; Steven Ledford, Vice Chair; Don Jernigan; Sheila Jones and Asher Gray

Staff: Mike Benton, County Manager, Sheila Belcher, Clerk- Administrative Services Director, Larissa Ruark, Chief Accounting Officer, Doug Attaway- Planning and Zoning Director,

**Pledge of Allegiance:**

**Invocation:** Commissioner Jones District 1

**Agenda Approval:** Commissioner Gray motioned to approve the agenda as presented. Commissioner Ledford seconded the motion, passed unanimously.

**Consent Agenda:** Commissioner Jones motioned to approve the following minutes

- Regular Meeting Minutes- April 1, 2024
- Work Session Minutes- April 19, 2024

Commissioner Ledford seconded the motion, passed unanimously.

Commissioner Ledford motioned to approve **Check #'s 70785- 71056** Commissioner Jones seconded the motion, passed unanimously

**Public Hearings:** Chairman Henry requested a motion to start public hearing at 6:03 p.m. Commissioner Ledford motions to start public hearing. Commissioner Gray seconded motion, passed unanimously.

**Public Hearing 1: Ordinance Amendment to Sec 119-244 Development Standards- AG and RES Districts:**  
Nick Platek spoke against the planned changes to the Ordinances. He has 65 acres of land that he plans to develop and is requesting the county reconsider some of the current changes they have made in the last two and a half years.

**Business Item 1: Ordinance Amendment to Sec 119-244 Development Standards- AG and RES Districts:**  
Commissioner Gray motioned to approve Ordinance Amendment to Sec 119-244 Development Standards as it was presented. Commissioner Ledford seconded motion, passed unanimously.

**Public Hearing 2: Ordinance Amendment to Sec. 105-28 and 105-162 General Definitions and Subdivision Design:** Nick Platek spoke against the Ordinance asking the county to reconsider the lot sizes and allow the property owner to decide how much of the land should be Green Space.

Dan Maulden spoke in favor of changes. He said the current Ordinance is to restrictive for landowners who are not looking to develop their land but simply want to build a second home for a family member. Mr. Maulden also thanked Doug Attaway and Commissioner Jones for helping him with questions and concerns he had.

John Henderson said he only had one issue with the language of the ordinance. He said the word undisturbed should be removed. He said it should be changed as it is in the best interest of property owners if disturbance was ever necessary. Commissioner Ledford had previously mentioned language changes and agreed with Mr. Henderson.

**Business Item 2: Ordinance Amendment to Sec. 105-28 and 105-162 General Definitions and Subdivision**

**Design:** Commissioner Ledford motioned to approve Ordinance Amendment to Sec. 105-28 and 105-162 General Definitions and Subdivision Design, with language changes. Commissioner Ledford also motioned to remove the word undisturbed from section A and C and the word natural for section B. Language changes will give homeowners and builders some flexibility in the buffers that are required by the county. Commissioner Gray seconded the motion, passed unanimously.

**Public Hearing 3: Ordinance Amendment - Short Term Rentals:** John Henderson Spoke in favor of Ordinance Amendment. He said it was well written and easy to understand.

**Business Item 3: Ordinance Amendment - Short Term Rentals:** Commissioner Ledford motioned to approve Ordinance Amendment- Short Term Rentals. Commissioner Gray seconded motion, passed unanimously. Public hearing ended at 6:29 p.m.

**Citizen Comments:** Rob Alexander spoke in favor of the county purchasing the pothole machine. He said the county one hundred percent needs it. Mr. Alexander said they should ride down Fullerton Phillips Rd and they would see how bad it is needed.

**County Commissioner's Items & Updates**

**Commissioner Jernigan-** Commissioner Jernigan thanked Mr. Alexander for his support on the hole patching machine. Commissioner Jernigan also talked about to need for a stop sign on 380 at Rock Eagle Rd. He said that if GDOT decides there isn't a need to add the stop sign then the county should add rumble strips to make drivers aware of the upcoming stop sign.

**Commissioner Jones-** None

**Commissioner Ledford-** None

**Commissioner Gray-** Commissioner Gray apologized behaving inappropriately and Gaveling Down the Chairman and Nick Platek during their conversation. He said that he was frustrated with Mr. Platek and felt the conversation was going on to long.

**Chairman Henry-** Chairman Henry said that he has spoke to State Senator Rick Williams about 380 and Rock Eagle Rd. Senator Williams has already contacted GDOT and they should be installing rumble strips the week of May 13<sup>th</sup> 2024.

**Regular Agenda**

**Business Items:**

4. **Short Term Rentals Non-Refundable Application Fee and License Fee:** Commissioner Ledford motioned to approve a non-refundable application fee of \$800.00 for short-term rentals. Commissioner Gray seconded motion, passed unanimously.  
Commissioner Jernigan motioned to approve a Short- term rental licensing fee of \$1500.00. Commissioner Ledford seconded motion, passed unanimously
5. **Appointment to Development Authority of Jasper County Board:** Michelle Coward seeking appointment to the Development Authority of Jasper County. Mrs. Coward said she has lived in Jasper County for four years. She currently is a member of the Board of Education for district 5. She enjoys serving her community and is always looking for new opportunities to get involved. Commissioner Gray motioned to appoint Michelle Coward to the Development Authority of Jasper County. Commissioner Jernigan seconded motion, passed unanimously.
6. **Appointment to Board of Assessors:** Lionel Taylor seeking reappointment to the Board of Assessors. Mr. Taylor said he is a teacher at Jasper County High School. He was teaching a government class when he

originally learned of the opening on the Board of Assessors. Mr. Taylor saw this as an opportunity to get involved and learn more about local government. He said he has enjoyed serving and being educated as a board member and property owner. Commissioner Jernigan motioned to reappoint Lionel Taylor to the Board of Assessors. Commissioner Jones seconded motion, passed unanimously.

7. **Appointment to Planning and Zoning Appeals Board:** Mary Patrick seeking reappointment to the Planning and Zoning Appeals Board. Mrs. Patrick said she wishes to continue to serve because the board works well together. The board members are very good at determining what the codes are and very cautious about what they approve. She said they try very hard not to approve any variance that might affect our codes overall. Commissioner Ledford motioned to reappoint Mary Patrick to the Planning and Zoning Appeals Board. Commissioner Gray seconded motion, passed unanimously.
8. **2024 Bear Creek Marina Alcohol License Renewal:** Bear Creek Marina requesting to renew their alcohol license for 2024 for retail sales. Commissioner Ledford motioned to approve renewal of alcohol license for 2024 for Bear Creek Marina. Commissioner Jones seconded motion, passed unanimously.
9. **2024 Sac-O-Suds Alcohol New License Application:** New Operator requesting a new Alcohol License as required per county ordinance. Commissioner Ledford motioned to approve. Commissioner Gray seconded motion, passed unanimously.
10. **Janitorial Services Bid Results:** The county received three bids for a three-year Janitorial Services. Wildfire Industries being the lowest bid at \$60,000 a year for a three-year contract. After all bids were submitted Wildfire Industries requested an amendment due to bad pricing by a vendor. The amendment requested was to remain at \$60000.00 and change to \$71000.00 for year two and three. Wildfire currently holds the cleaning contract and their bid was less than half of the other two bids even with the amendment. Commissioner Jernigan motioned to award a three-year Janitorial contract to Wildfire Industries with amendment. Commissioner Ledford seconded motion, passed unanimously.
11. **Pest Control Services Bid Results:** The county received two bids for a three-year Pest Control contract. Prime Pest having the lowest bid. Prime Pest currently holds the county Pest control contract with no major complaints. Commissioner Ledford Motioned to award three-year pest control contract to Prime Pest. Commissioner Jernigan seconded motion, passed unanimously.
12. **Bid Results – Sale and Removal of House Only at 811 Eatonton St:** The county received one bid in the amount of \$5000. Commissioner Ledford motioned to approve the sale and removal of the house at 811 Eatonton St for \$5000. Any and all expenses would be the purchaser’s responsibility. Finalization of the sale is contingent on the approval by the Monticello Historical Society. Commissioner Gray seconded motion, passed unanimously.
13. **Bid Results – Truck Mounted Pothole Patching Machine:** The County received three bids for the Truck Mounted Pothole Patching Machine. Road Doctors had the lowest bid but did not submit enough information about their product to be awarded a contract for the purchase of their machine. Reynolds One was the second lowest bidder. They submitted all required information and did a presentation about their product. Chairman Henry stated that the Pothole Patcher is not an eligible purchase with the LRA funds. County Manager Mike Benton said that the county has other funds that could be used. Commissioner Jernigan motioned to purchase the Pothole Patching Machine from Reynolds One using funds from ARPA, 2018 SPLOST and Fund Balance. Commissioner Ledford second the motion, passed unanimously.
14. **GDOT Local Road Assistance Administration Funds Application – Projects:** County Manager Mike Benton, Public Works director Michael Walsh, and the County Engineer drove various roads throughout the county. Mr. Benton recommended using funds to repair Whip-Poor-Will Rd, Campbell Cross Rd, and a section of County Line Rd. Mr. Benton said that Whip-Poor-Will Rd was already approved to be submitted in the April 1<sup>st</sup> meeting and their estimated cost is \$200,000 per mile. Whip-Poor-Will is 1.3 miles with the estimated cost being \$260,000.00. Mr. Benton said Campbell Cross Rd needs 1.6 miles repaired with an

estimated cost of \$320,000. He stated that sections of the road are almost beyond patching. County Line Rd has some sections that need immediate repair work that will require digging down 10-12 inches deep and reworking the base. Mr. Benton said their proposal was to apply for the LRA grant of \$802,000 and ask the Commissioners to approve additional funding from fund balance to complete necessary repairs estimated to be \$900,000. Application needs to be approved and submitted before June 15<sup>th</sup>. Commissioner Ledford Motioned to approve application request with recommendations made by the County Manager. Commissioner Jernigan seconded. Commissioner Gray Stated that he feels Campbell Cross Rd is in the middle of nowhere and recommended Macon St and Miss Sara Rd. Mr. Benton said that Campbell Cross is in bad shape and has been ignored for a long time. He said it is a residential road as well as a cut-through road. Mr. Benton said he agrees with Commissioner Gray about several roads throughout the county and he wants to challenge the staff to gather information about those roads and get cost of repairs. He said he would like to see more roads repaired and they could use fund balance to cover that cost. Chairman Henry called for vote motion and second made, motion passed unanimously.

15. **Sign Ordinance – Section 111-34 – Exceptions to Permit Process – Political Signs:** Commissioner Jernigan motioned to table changing the ordinance until the June meeting. Commissioner Ledford said it needs to be on the agenda and in the works because changing the ordinance requires two public hearings. Commissioner Gray said it needs to be changed because candidates should not be placing signs on county property. Commissioner Jones seconded motion to table until June meeting. Commissioner Ledford and Commissioner Gray would like to see verbiage changed within. County Attorney said that Commissioners need to give Planning and Zoning guide lines for changes they wish to see made. After much discussion the motion to table passed 3-2 Commissioner Ledford and Commissioner Gray opposed.
16. **FY 2024 3<sup>rd</sup> Quarter Financial Report:** Finance Director Larissa Ruark gave finance update on the 3<sup>rd</sup> quarter report.
17. **Schedule Work Sessions and Called Meetings as Needed:** Budget Work Session scheduled for Friday May 10, 2024. Monticello traffic circle joint meeting with City of Monticello scheduled Monday May 13, 2024. Budget work sessions scheduled May 17, May 23, and May 31 2024.

**County Attorney Items:** None

**County Manager Update:** County Manager gave updates on permits, Sands Park Pavilion progress, Animal Control storm damage, GDOT funding for Murder Creek Rd work and courthouse phone system.

**Executive Session:** None

**Adjourn:** Commissioner Ledford motion to adjourn at 7:42, Commissioner Jernigan seconded, motion passed unanimously.

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*Bruce Henry, Chairman*

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*Sheila Belcher, Clerk*



Jasper County Board of Commissioners  
Budget Work Session  
May 10, 2024  
9:00 A.M

Chairman Henry called the Work Session to order at 9:00 a.m.

Commissioners Present: Bruce Henry -Chairman, Steven Ledford -Vice Chairman; Don Jernigan, Sheila Jones, and Asher Gray.

Staff Present: Mike Benton, County Manager, Sheila Belcher, County Clerk, Larissa Ruark, Chief Accounting Officer

The Board of Commissioners heard from Department Heads that requested budget increases.

**Elections**

The main increase comes from the cost of the election supervisor. A board will have to be established. The other increases included upgrading cameras that are not FCC compliant and Dominion increased their fees.

**Clerk of Courts**

Increases come from more interpreters being requested. Annual technology fee for upgraded tech in courtroom. There was an overall increase of \$1,618.

**911 Authority**

The 911 director is requesting 3 additional full-time employees, 3% COLA, 3% merit.

**EMA**

911/EMA Director discussed the increases for the EMA budget which included laptops, vehicle, and uniforms.

**Sheriff/Jail/Courthouse Security**

Sheriff Pope discussed his need for increases in his budget. The square footage of the jail has increased. There are 36 beds added.

**Public Works**

Mr. Walsh discussed his budget requests which included increase gravel costs and uniforms.

The Work Session was closed at 12:06 p.m.

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*Bruce Henry, Chairman*

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*Sheila Belcher, Clerk*

Jasper County Board of Commissioners  
Budget Work Session  
May 17, 2024  
9:00 A.M

Chairman Henry called the Work Session to order at 9:00 a.m.

Commissioners Present: Bruce Henry -Chairman, Steven Ledford -Vice Chairman; Don Jernigan, Sheila Jones, and Asher Gray.

Staff Present: Mike Benton, County Manager, Sheila Belcher, County Clerk, Larissa Ruark, Chief Accounting Officer

The Board of Commissioners heard from more Department Heads that requested budget increases.

**Azalea Library**

Stacy Brown presented the increases requested by the library. She stated that the City of Monticello has stopped their LOST contributions to the library. The Board of Education's funding is based on specialized funding. The Board requested a 10 year history of what the City of Monticello has provided.

**Senior Center**

Ms. Jacobs presented her increase that relates to cell phones for the Senior Director, Assistant Director and drivers. The increase also pertained to education and training.

**Animal Control**

The increases for the Animal Control Department were for:

- Septic pumping
- Part-time help
- Supply cost increases
- Pest Control

**Human Resources**

HR director discussed increases for the HR budget which included

- HR Director salary being added to HR budget from Executive Budget
- Employee Assistance Program
- Budgeting Software for employees
- Employee recognition

**BOC Appropriation**

Mr. Benton stated that he is not sure why we pay Excise Tax to the Board of Education

The Work Session was closed at 12:02 p.m.

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*Bruce Henry, Chairman*

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*Sheila Belcher, Clerk*

Jasper County Board of Commissioners  
Budget Work Session  
May 24, 2024  
9:00 A.M

Chairman Henry called the Work Session to order at 9:00 a.m.

Commissioners Present: Bruce Henry -Chairman, Steven Ledford -Vice Chairman; Don Jernigan, Sheila Jones, and Asher Gray.

Staff Present: Mike Benton, County Manager, Sheila Belcher, County Clerk, Larissa Ruark, Chief Accounting Officer

**EMA**

- EMA has been asked to audit the 911 lines that are being paid for by EMA
- Items that were to be removed from EMA budget request
  - Food
  - 2 laptops
  - Per Commissioner Henry eliminate travel and reimbursement
  - Commissioner Ledford suggested leaving education and training at \$3k
  - Equipment Maintenance
  - Commissioner Gray suggested removing the \$500 advertising budget
  - Commissioner Henry suggested removing the vehicle gas line since there is no vehicle

**911 Authority**

- Only allow 1 hire
- Remove 6% in raises (these will be addressed when BOC employees are addressed)
- The board is requesting more information regarding the request for uniforms for EMA

**Sheriff**

- Remove \$10k from the gas budget line
- Remove Health Preparedness supplies line from the budget

**Jail**

- Lower the physicians, hospital, prescriptions budget line to \$100k
- Chairman Henry would like to see the water and electricity lines broken down
- Chairman Henry suggested cutting the increase for food by \$10k

**Other**

- Mike Benton instructed to speak with the School Superintendent about cutting the Excise tax to Board of Education and give the additional \$10k to the library
- Commissioner Ledford suggested taking millage from the hospital and give that to Fire & EMS.
  - Commissioner Henry isn't sure we can do this but staff will have to find out if this was voted on.
- Staff was instructed to bring back options for COLAs (including 911 Authority)

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*Bruce Henry, Chairman*

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*Sheila Belcher, Clerk*

**Consent Agenda – Item 2:**

**Agenda Request – Jasper County BOC**

**Department:** Board of Commissioners

**Date:** June 3, 2024

**Subject:** Approval of Check Register

**Summary:**

A check register will be generated by the finance department on meeting day for signature and approval to process the checks.

**Background:**

Cost: \$0

**Recommended Motion:**

Approve processing of check #'s 71057-71312

**Business Item 1:**

**Agenda Request – Jasper County BOC**

**Department:** Appropriations

**Date:** June 3, 2024

**Subject:** Memorandum of Understanding – Monticello-Jasper County Chamber of Commerce

**Summary:**

The Jasper County BOC requested agreements be developed with certain agencies receiving appropriation funding from the county.

Jackie Garland, President and CEO of the Monticello-Jasper County Chamber of Commerce has drafted a Memorandum of Understanding between the Jasper County Board of Commissioners and the Monticello-Jasper County Chamber of Commerce for review.

**Background:**

**Cost:**

**Recommended Motion:**

Board Discretion

## **MEMORANDUM OF UNDERSTANDING**

**Between**

**JASPER COUNTY COMMISSION -Jasper County, GA**

**And**

**MONTICELLO-JASPER COUNTY CHAMBER OF COMMERCE**

This Memorandum of Understanding (MOU) between the Monticello-Jasper County Chamber of Commerce (the "CHAMBER") and the Jasper County Board of Commissioners – Jasper County, GA (the "COUNTY") establishes the rights and responsibilities of the parties for the allocation of annual General Fund monies for economic development and promotion of tourism within Jasper County, GA.

### **WHEREAS**

1. The COUNTY is a public entity;
2. The COUNTY is a political subdivision of the State of Georgia;
3. The COUNTY Board of Commissioners promotes economic development and tourism within Jasper County;
4. The CHAMBER is a 501(c)(6) non-profit organization that has been instrumental in promoting business education, networking, business promotion and tourism in Monticello and Jasper County;
5. The CHAMBER provides staff for the Visitor's Center and to help promote tourism in Jasper County; and
6. The parties recognize the need for and the advantages of marketing to promote the historic heritage of Jasper County, local events and recreational resources at the local, regional, state and federal parks, as well as other tourism attractions in Jasper County.

### **GOAL**

THEREFORE, to develop a public/private partnership promoting economic development and tourism within Jasper County, implementing a County-wide strategy with input from the Board of Commissioners, the community and existing business, the aforementioned parties hereby enter in the MOU and agree to the following:

## **TERMS AND CONDITIONS**

- 1) **Staff:** The CHAMBER will have personnel assigned to tourism
  - a) Assist in optimizing cooperation among the local jurisdictions, including regional economic development organizations;
  - b) Serve as a tourist liaison between local government and local business; and
  - c) Maintain and operate a Visitor's Center
- 2) **Web Page/Social Media:** The CHAMBER will maintain an updated web site and use social media to promote tourism, employment, business opportunities, educational opportunities, and financing programs in Jasper County.
- 3) **Strategy:** The CHAMBER will work cooperatively with the Development Authority of Jasper County, the Monticello Downtown Development Authority, City of Monticello, City of Shady Dale, and the COUNTY to create and maintain a collaborative tourism marketing campaign to combine the efforts of the industries.
- 4) **Leverage Funding:** The CHAMBER will pursue a variety of approaches to leverage funding with grants, continuing partnerships with the private business, private interests, other organizations.
- 5) **Activities:** The CHAMBER will coordinate and support a variety of community events to include but not limited to the Annual Charity Golf Tournament, STAR Student Luncheon, Market on the Square, Haunticello, Deer Festival, Deer Dash, Light Up Monticello Christmas Parade.
- 6) **Payment:** The COUNTY will provide the CHAMBER with \$44,000.00 annually to provide the services listed herein.
- 7) **Reporting/Monitoring:** The CHAMBER'S Chief Executive Officer (CEO) will meet monthly with the COUNTY'S County Manager or designee, and will provide semi-annual reports to the Board of

Commissioners in the following months of January and July as well as present annually at a Board of Commissioners Meeting. The CHAMBER will collect information and monitor business attraction for business and tourism related activities, website traffic, public inquiries and social media.

- 8) **Independent Contractor:** The CHAMBER and its officers and employees, in the performance of this MOU, are independent contractors in relation to the COUNTY and not officers or employees of the COUNTY. Nothing in this MOU shall create any of the rights, powers, privileges, or immunities of any officer or employee of the COUNTY. The CHAMBER shall be solely liable for all applicable taxes or benefits, including, but not limited to, federal and state income taxes, Social Security taxes, or retirement benefits, which taxes or benefits arise out of the performance of this MOU. The CHAMBER further represents to the COUNTY that the CHAMBER has no expectation of receiving any benefits incidental to employment.
- 9) **Hold Harmless:** The CHAMBER agrees to indemnify, defend with counsel approved by COUNTY, and hold harmless the COUNTY, its officers, officials, employees, and agents from and against any and all liability, loss, damage, expense, and cost arising out of or in connection with its negligence, recklessness, or willful misconduct in carrying out these activities. In addition, the CHAMBER agrees to indemnify the COUNTY from any financial or tax liability arising from its status as an independent contractor.
- 10) **MOU Administrators:** All matters concerning this MOU which are within the responsibility of the parties shall be under the direction of, or shall be submitted to, the respective MOU administrators or to the



party's employee specified, in writing, by the MOU administrator. A party may, in its sole discretion, change its designation of its MOU administrator and shall promptly give written notice to the other party of such a change. The parties' MOU administrators are:

COUNTY'S MOU Administrator:

126 W. Greene St, Suite 18

Monticello, GA 31064

Email:

Phone: (706)468-4900

COUNTY'S MOU Administrator:

Jacqueline Garland, President/CEO

119 W. Washington St.

Monticello, GA 31064

Email:

[president@monticellojasper.com](mailto:president@monticellojasper.com)

Phone: (706)468-8994

- 11) **Notices:** Notices to the parties in connection with the administration of the MOU shall be given to the parties' MOU administrator personally, by regular mail, by email, or by facsimile transmission as more particularly specified in this paragraph. Notices will be deemed given on:
  - a) The day the notice is personally delivered to the MOU administrator or the office of the party's MOU administrator; or
  - b) Five days after the date the notice is deposited in the United States mail, addressed to a party's MOU administrator as indicated in this MOU, with first-class postage fully prepaid; or
  - c) On the day that the notice is transmitted by email or facsimile number, provided that an original of such notice is deposited in the United States mail, addressed to a party's MOU administrator, on the same day as the email or facsimile transmission is made.
- 12) **Termination:** The provisions of the MOU may be terminated upon 30 days written notice by either party.
- 13) **Authority and Capacity:** The CHAMBER and the CHAMBER's signatory each warrant and represent that each has full authority and capacity to enter into this MOU.  
MONTICELLO-JASPER COUNTY CHAMBER

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By: Jacqueline Garland, President/CEO

JASPER COUNTY

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By:

APPROVED AS TO LEGAL FORM:  
Jasper County Attorney's Office

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By:

**Business Item 2:**

**Agenda Request – Jasper County BOC**

**Department:** Employee Health Insurance

**Date:** June 3, 2024

**Subject:** FY 2025 Employee Health Insurance Program

**Summary:**

Kelly Fox, Employee Health Insurance Administrator, will present the FY 2025 Employee Health Insurance Program at a FY 2025 Budget Work Session scheduled for Friday, May 31.

A June 3 meeting packet addendum with information presented at the May 31 Work Session will be provided after the work session is complete.

**Background:**

Current Employee Health Insurance

<u>Coverage Type</u>	<u>Current Annual Premiums</u>	<u>Paid by County</u>	<u>Paid by Employee</u>
Employee Only	\$6360	\$5970	\$390
Employee & Child	\$11,400	\$9247	\$2153
Employee & Spouse	\$12,660	\$9178	\$3482
Employee & Family	\$17,400	\$12,105	\$5295

Employee Deductibles

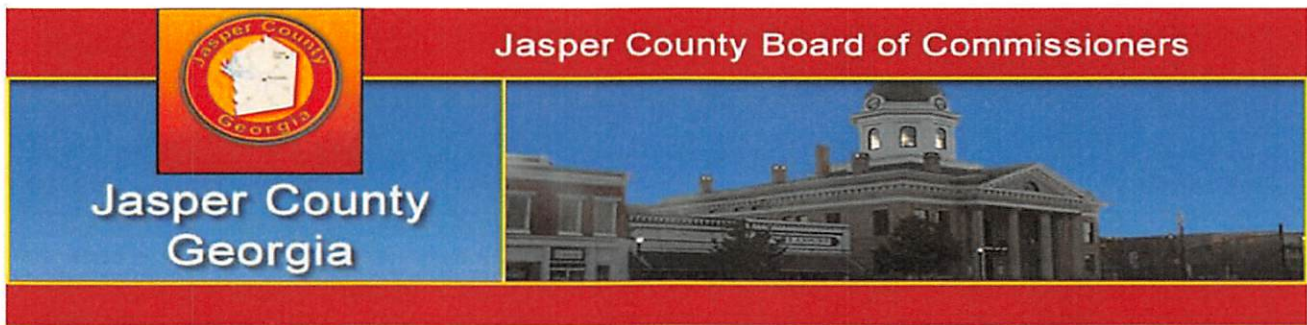
Employee Only	\$15.00 bi-weekly premium paid by employee
Employee & Child	\$82.81 bi-weekly premium paid by employee
Employee & Spouse	\$133.92 bi-weekly premium paid by employee
Employee & Family	\$203.67 bi-weekly premium paid by employee

**Cost:**

Final cost based on Selected Insurance Provider

**Recommended Motion:**

Board Discretion



## JASPER COUNTY EMPLOYEE BENEFITS SUMMARY

- **HEALTH INSURANCE: ABA**

EMPLOYEE:	\$15.00 (Bi-weekly premium paid by employee)
EMPLOYEE & CHILD (REN):	\$82.81 (Bi-weekly premium paid by employee)
EMPLOYEE SPOUSE:	\$133.92 (Bi-weekly premium paid by employee)
EMPLOYEE FAMILY:	\$203.67 (Bi-weekly premium paid by employee)
  
  - **DENTAL: Humana**

EMPLOYEE:	\$12.84 (Bi-weekly premium paid by employee)
EMPLOYEE & CHILD (REN):	\$32.75 (Bi-weekly premium paid by employee)
EMPLOYEE & SPOUSE:	\$25.68 (Bi-weekly premium paid by employee)
EMPLOYEE & FAMILY	\$45.59 (Bi-weekly premium paid by employee)
  
  - **VISION: Humana**

EMPLOYEE:	\$4.43 (Bi-weekly premium paid by employee)
EMPLOYEE & CHILD (REN):	\$8.41 (Bi-weekly premium paid by employee)
EMPLOYEE & SPOUSE:	\$8.85 (Bi-weekly premium paid by employee)
EMPLOYEE & FAMILY	\$13.21 (Bi-weekly premium paid by employee)
  
  - **LIFE INSURANCE:** Term life – Basic \$25,000 Paid by the County  
Additional coverage is available on request.
  
  - **RETIREMENT:**  
457 Deferred Compensation (Employee may contribute immediately)
- Defined Benefit Pension Plan: 3% of salary deduction begins January following employees 2 year anniversary, Jasper County contributes 6% match.

**Business Item 3:**

**Agenda Request – Jasper County BOC**

**Department:** Elections and Registration

**Date:** June 3, 2024

**Subject:** Board of Elections and Registrations Formation – Senate Bill 212

**Summary:**

**Board Composition, Duties and Authority**

Three members, each of whom shall be an elector and resident of the county.

Appointed by the Jasper County Board of Commissioners.

Board may be expanded to five members through local ordinance adoption.

Board members serve a term of four years.

One initial board member shall be appointed an initial term of two years to allow for staggering the terms of office.

Board is authorized to select and appoint an administrative director to be known as the election supervisor.

**Background:**

Senate Bill 212 ended activities and duties of probate judges serving as the county election superintendent. The bill provides for the establishment of county boards of elections and registration.

The bill also provides for the authority and duty of the election supervisor position.

The bill directs the local governing authority to create the board of elections and registration no later than December 15, 2024.

**Cost:**

**Recommended Motion:**

Board Discretion

Senate Bill 212

By: Senators Burns of the 23rd, Gooch of the 51st, Anderson of the 24th, Summers of the 13th, Hickman of the 4th and others

**AS PASSED**

**A BILL TO BE ENTITLED  
AN ACT**

1 To amend Chapter 9 of Title 15 and Title 21 of the Official Code of Georgia Annotated,  
2 relating to probate courts and elections, respectively, so as to end activities and duties of  
3 probate court judges relating to elections; to provide for county boards of elections and  
4 registration in counties where the probate court judge serves as the election superintendent;  
5 to provide for their powers and duties; to provide for the composition of the boards and the  
6 selection, qualification, and terms of their members; to provide for resignation, succession,  
7 and removal of members and for filling vacancies; to provide for oaths and privileges; to  
8 provide for meetings and procedures; to provide for election supervisors and the powers and  
9 duties of such election supervisors; to provide for board employees and their compensation;  
10 to provide for expenditures of public funds for certain purposes; to provide for compensation  
11 of the members of the boards and election supervisors; to provide for offices and equipment;  
12 to preserve existing boards of elections and boards of elections and registration; to preserve  
13 the General Assembly's authority to enact local legislation for all boards of elections or  
14 boards of elections and registration; to provide for the boards' performance of certain  
15 functions and duties for certain municipalities; to provide for definitions; to provide for  
16 related matters; to provide effective dates; to repeal conflicting laws; and for other purposes.

17 **BE IT ENACTED BY THE GENERAL ASSEMBLY OF GEORGIA:**

S. B. 212

18

**SECTION 1.**

19 Chapter 9 of Title 15 of the Official Code of Georgia Annotated, relating to probate courts,  
 20 is amended in Code Section 15-9-30, relating to subject matter jurisdiction, powers and  
 21 duties generally, copy of Official Code of Georgia Annotated furnished for each judge, and  
 22 authority of probate court judges, by revising subsection (b) as follows:

23 "(b) In addition to the jurisdiction granted in subsection (a) of this Code section and unless  
 24 otherwise provided by law, the probate courts shall have the power to carry out the  
 25 following duties as assigned by specific laws:

- 26 (1) Perform county governmental administration duties;
- 27 (2) ~~Perform duties relating to elections;~~
- 28 (3) Fill vacancies in public offices by appointment;
- 29 (4)(3) Administer oaths to public officers;
- 30 (5)(4) Accept, file, approve, and record bonds of public officers;
- 31 (6)(5) Register and permit certain enterprises;
- 32 (7)(6) Issue marriage licenses;
- 33 (8)(7) Hear traffic cases;
- 34 (9)(8) Hear cases of violations of game and fish laws;
- 35 (10)(9) Hold criminal commitment hearings; and
- 36 (11)(10) Perform such other judicial and ministerial functions as may be provided by  
 37 law."

38

**SECTION 2.**

39 Said chapter is further amended by revising Code Section 15-9-64, relating to supplement  
 40 to minimum salaries, as follows:

41 "15-9-64.

42 ~~The amount of minimum salary provided in Code Section 15-9-63 for the judges of the~~  
 43 ~~probate courts of any county presently on a salary who also hold and conduct elections or~~

44 are responsible for conducting elections for members of the General Assembly under any  
 45 applicable general or local law of this state shall be increased by \$385.90 per month. The  
 46 amount of the minimum salary provided in Code Section 15-9-63 for the judges of the  
 47 probate courts on a salary who are responsible for traffic cases under any general or local  
 48 law of this state shall also be increased by \$482.28 per month. A county governing  
 49 authority shall not be required to pay the compensation provided by this Code section  
 50 beyond the term for which such judge performs such services."

51 **SECTION 3.**

52 Title 21 of the Official Code of Georgia Annotated, relating to elections, is amended in Code  
 53 Section 21-2-2, relating to definitions, by revising subparagraph (A) of paragraph (35) as  
 54 follows:

55 "(A) ~~Either the judge of the probate court of a county or the county board of elections,~~  
 56 the county board of elections and registration, the joint city-county board of elections,  
 57 or the joint city-county board of elections and registration, if a county has such;"

58 **SECTION 4.**

59 Said title is further amended in Code Section 21-2-33.2, relating to extraordinary relief,  
 60 hearings, suspension and reinstatement of superintendents, and litigation expenses, by  
 61 repealing and reserving subsection (h) and by revising subsection (d) as follows:

62 "(d) A majority of the members of a board of elections, board of elections and registration,  
 63 or county commission; ~~a probate judge who serves as election superintendent;~~ or, for a sole  
 64 commissioner form of government, a sole commissioner may petition the Secretary of State  
 65 to continue any hearing scheduled pursuant to this Code section. Upon a showing of good  
 66 cause, the State Election Board may in its sound discretion continue any such hearing.  
 67 Notwithstanding any other provision of law, deliberations held on such petition by the State  
 68 Election Board shall not be open to the public; provided, however, that testimony shall be



69 taken in an open meeting and a vote on the recommendation shall be taken in an open  
70 meeting following the hearing or at the next regularly scheduled meeting."

71 **SECTION 5.**

72 Said title is further amended by adding a new Code section to read as follows:

73 "21-2-40.1.

74 (a) For the purposes of this Code section, the term 'board' shall mean a board of elections  
75 and registration created pursuant to this Code section.

76 (b)(1) In addition to and notwithstanding any provisions of Code Section 21-2-40 to the  
77 contrary, in any county in which the judge of the probate court serves as the election  
78 superintendent, and a local Act creating a board of elections or board of elections and  
79 registration for such county has not been adopted and taken effect on or before  
80 January 1, 2025, the governing authority of such county shall and is directed to create a  
81 board of elections and registration pursuant to subsection (b) of this Code section no later  
82 than December 15, 2024. Each such board of elections and registration shall assume the  
83 duties of the county's election superintendent, shall have the powers and duties of the  
84 election superintendent relating to the conduct of primaries and elections, and shall have  
85 the powers and duties of a board of registrars relating to the registration of voters and  
86 absentee balloting procedures beginning on January 1, 2025.

87 (2)(A) Except as provided for in subparagraph (B) of this paragraph, each board shall  
88 be composed of three members, each of whom shall be an elector and resident of the  
89 particular county, who shall be appointed by the county governing authority.

90 (B) A county governing authority may adopt an ordinance expanding a board to five  
91 members, each of whom shall be an elector and resident of the particular county, who  
92 shall be appointed by the county governing authority.

93 (C) The county executive committees of the political parties whose candidates at the  
94 last preceding regular general election held for the election of Governor that received

95 the largest and second largest number of votes in this state for Governor may submit  
96 a list of recommended appointees to a county governing authority for appointment to  
97 a board established pursuant to this Code section; provided, however, that such  
98 governing authority is under no obligation to appoint any person listed on such list of  
99 recommended appointees.

100 (D) Each board shall select a chairperson from among its members.

101 (c)(1) Each member of a board shall serve for a term of four years and until a successor  
102 is appointed and qualified, except in the event of resignation or removal as provided for  
103 in subsections (d) and (e) of this Code section.

104 (2) Notwithstanding paragraph (1) of this subsection to the contrary, for the initial  
105 boards, one member of a three-person board, or two members of a five-person board,  
106 shall be appointed to an initial term of two years so as to provide for the staggering of the  
107 terms of office of the board members.

108 (d) Each member of a board shall be eligible to succeed himself or herself, provided that  
109 no member shall serve more than four consecutive terms on a board. Each member shall  
110 have the right to resign at any time by submitting written notice of resignation to the  
111 governing authority of the county.

112 (e) Each member of a board shall be subject to removal from such board at any time, for  
113 cause after notice and hearing, in the same manner and by the same authority as provided  
114 for removal of registrars.

115 (f) The governing authority of the county shall file with the clerk of the superior court of  
116 the county an affidavit which states the name and residential address of the person  
117 appointed and certifies that such member has been duly appointed as provided in this Code  
118 section. The clerk of the superior court shall record each such certification on the minutes  
119 of the court and shall certify the name of each such member to the Secretary of State and  
120 provide for the issuance of appropriate commissions to the members within the same time  
121 and in the same manner as provided by law for registrars.

122 (g) In the event that a vacancy occurs on a board due to removal, death, resignation, or  
123 otherwise, except by expiration of term, the county governing authority shall appoint a  
124 successor for the remainder of the unexpired term. The clerk of the superior court shall be  
125 notified of interim appointments and record and certify such appointments in the same  
126 manner as the regular appointment of members.

127 (h) Before entering upon his or her duties, each member of a board shall take substantially  
128 the same oath as required by law for registrars. Each member of a board shall have the  
129 same privileges from arrest as registrars.

130 (i) On January 1, 2025, for each county in which a board is established pursuant to this  
131 Code section, the previous election superintendent of the county and the board of registrars  
132 of such county shall be relieved of all powers and duties to which a board succeeds by the  
133 provisions of this Code section; and such election superintendent and board of registrars  
134 shall deliver thereafter to the chairperson of a board, upon his or her written request, the  
135 custody of all equipment, supplies, materials, books, papers, records, and facilities of every  
136 kind pertaining to such powers and duties.

137 (j)(1) Each board shall be authorized to organize itself, elect its officers, determine its  
138 procedural rules and regulations, adopt bylaws, specify the functions and duties of its  
139 employees, and otherwise take such action as is appropriate for the management of the  
140 affairs committed to its supervision; provided, however, that no such action shall conflict  
141 with state law.

142 (2) Action and decision by a board shall be by a majority of the members of a board.

143 (k)(1) Each board shall fix and establish, by appropriate resolution entered on its  
144 minutes, directives governing the execution of matters within its jurisdiction. A board  
145 shall hold regular monthly meetings at a time and place to be fixed by resolution of such  
146 board. All meetings shall comply with the open meetings laws and open records laws of  
147 the State of Georgia.

148 (2) A board shall maintain a written record of policy decisions that shall be amended to  
149 include additions or deletions. Such written record shall be made available for the public  
150 to review.

151 (l) A board is authorized to select and appoint an administrative director, to be known as  
152 the election supervisor, to administer and supervise conduct of elections, primaries, and  
153 registration of electors for the county. The election supervisor shall serve at the pleasure  
154 of such board.

155 (m) A board is authorized to employ such full-time and part-time employees, including a  
156 chief clerk, as such board shall deem necessary. The governing authority of the county  
157 shall have the right to approve the hiring of any such employee.

158 (n) With the consent of the governing authority of the county, a board shall be authorized  
159 to expend public funds for the purpose of distributing sample ballots, voter information  
160 booklets, and other material designed to inform and adequately instruct the electors of the  
161 county with regard to elections. No material distributed by a board shall contain or  
162 express, in any manner or form, any commentary or expression of opinion or request for  
163 support with respect to any political issue or matter of political concern.

164 (o) Compensation for the members of a board, employees of such board, and the election  
165 supervisor shall be fixed by each board with the approval of the governing authority of the  
166 county. Such compensation shall be paid from county funds.

167 (p) The governing authority of the county shall provide a board and the election supervisor  
168 with proper and suitable offices and equipment.

169 (q) Each board is authorized to perform for any municipality located wholly or partially  
170 within the county any functions and duties which election superintendents and boards of  
171 registrars are authorized by general law to perform on behalf of municipalities under such  
172 conditions as provided by general law.

173 (r)(1) Nothing in this Code section shall affect any board of elections or board of  
 174 elections and registration established pursuant to a local Act adopted pursuant to Code  
 175 Section 21-2-40.

176 (2) Nothing in this Code section shall affect or limit the power of the General Assembly  
 177 to enact local legislation:

178 (A) Amending local laws governing boards of elections or boards of elections and  
 179 registration established pursuant to Code Section 21-2-40; or

180 (B) Amending the board of a particular county established pursuant to this Code  
 181 section."

182 **SECTION 6.**

183 Said title is further amended in Code Section 21-2-70, relating to powers and duties of  
 184 election superintendents, by revising paragraph (15) as follows:

185 ~~"(15)(A) In the case of a judge of the probate court serving as the election~~  
 186 ~~superintendent, such person shall take an oath in the following form upon assuming the~~  
 187 ~~duties of election superintendent which shall apply to all primaries and elections~~  
 188 ~~conducted by such person throughout such person's tenure as election superintendent:~~

189 ~~I, \_\_\_\_\_, do swear (or affirm) that I will as~~  
 190 ~~superintendent duly attend all ensuing primaries and elections during the continuance~~  
 191 ~~thereof, that I will to the best of my ability prevent any fraud, deceit, or abuse in~~  
 192 ~~carrying on the same, that I will make a true and perfect return of such primaries and~~  
 193 ~~elections, and that I will at all times truly, impartially, and faithfully perform my~~  
 194 ~~duties in accordance with Georgia laws to the best of my judgment and ability.~~

195 ~~(B)~~ In the case of a board of elections, each member of the board shall take an oath in  
 196 the following form upon becoming a member of the board which shall apply to all  
 197 primaries and elections conducted by the board throughout such person's tenure on the  
 198 board:

199 I, \_\_\_\_\_, do swear (or affirm) that I will as a member of  
 200 the board of elections duly attend all ensuing primaries and elections during the  
 201 continuance thereof, that I will to the best of my ability prevent any fraud, deceit, or  
 202 abuse in carrying on the same, that I will make a true and perfect return of such  
 203 primaries and elections, and that I will at all times truly, impartially, and faithfully  
 204 perform my duties in accordance with Georgia laws to the best of my judgment and  
 205 ability.

206 ~~(E)~~(B) In the case of an election supervisor or designee for a board of elections or  
 207 board of elections and registration, the election supervisor or designee shall take an oath  
 208 in the following form upon being appointed as an election supervisor or designee of the  
 209 board which shall apply to all primaries and elections conducted by the board  
 210 throughout such person's tenure:

211 I, \_\_\_\_\_, do swear (or affirm) that I will duly attend all  
 212 ensuing primaries and elections during the continuance thereof, that I will to the best  
 213 of my ability prevent any fraud, deceit, or abuse in carrying on the same, that I will  
 214 make a true and perfect return of such primaries and elections, and that I will at all  
 215 times truly, impartially, and faithfully perform my duties in accordance with Georgia  
 216 laws to the best of my judgment and ability.

217 ~~(D)~~(C) Each judge of the probate court serving as an election superintendent, each  
 218 member of a board of elections or board of elections and registration, and each election  
 219 supervisor or designee for a board of elections or board of elections and registration  
 220 serving on July 1, 2011, shall take the appropriate oath as set forth in this Code section  
 221 which shall apply to all primaries and elections conducted throughout such person's  
 222 tenure in that position."

223 **SECTION 7.**

224 Said title is further amended by repealing and reserving Code Section 21-2-74, relating to  
225 creation of board to assume duties of superintendent in counties without a board of elections  
226 and in which judge of probate court is candidate for public office.

227 **SECTION 8.**

228 Said title is further amended by repealing Code Section 21-2-74.1, relating to acting election  
229 superintendents during vacancy, filling vacancies, and compensation.

230 **SECTION 9.**

231 Said title is further amended by revising Code Section 21-2-76, relating to eligibility of  
232 person to serve as county election superintendent, as follows:

233 "21-2-76.

234 No person who holds elective office, as defined in this chapter and including every  
235 municipal office to which persons can be elected by a vote of the electors under the laws  
236 of this state ~~but excluding the office of probate judge~~, shall be eligible to serve as county  
237 or municipal election superintendent during the term of such elective office; and the  
238 position of any election superintendent ~~other than a probate judge~~ shall be deemed vacant  
239 upon such superintendent's qualifying as a candidate for elective public office, as defined  
240 in this chapter and including any municipal office to which persons can be elected by a  
241 vote of the electors under the laws of this state."

242 **SECTION 10.**

243 Said title is further amended by revising Code Section 21-2-105, relating to local election  
244 official defined, as follows:

245 "21-2-105.

246 As used in this part, the term 'local election official' means:

- 247 (1) A county board of elections or a county board of elections and registration  
 248 established pursuant to Code Section 21-2-40 or 21-2-40.1; or  
 249 (2) ~~A judge of the probate court fulfilling the role of election superintendent; or~~  
 250 (3) A municipal election superintendent."

251 **SECTION 11.**

252 Said title is further amended in Code Section 21-2-414, relating to restrictions on campaign  
 253 activities, giving of food or water, and public opinion polling within the vicinity of a polling  
 254 place, cellular phone use prohibited, prohibition of candidates from entering certain polling  
 255 places, and penalty, by revising subsection (d) as follows:

256 "(d) No person whose name appears as a candidate on the ballot being voted upon at a  
 257 primary, election, special primary, or special election; ~~except a judge of the probate court~~  
 258 ~~servicing as the election superintendent;~~ shall physically enter any polling place other than  
 259 the polling place at which that person is authorized to cast his or her ballot for that primary,  
 260 election, special primary, or special election and, after casting his or her ballot, the  
 261 candidate shall not return to such polling place until after the poll has closed and voting has  
 262 ceased or other than to transact business with the board of registrars, so long as the person  
 263 does not violate any other provision of this Code section. ~~Judges of the probate court~~  
 264 ~~servicing as election superintendents shall enter polling places only as necessary to fulfill~~  
 265 ~~their duties as election superintendents and shall not engage in any practice prohibited by~~  
 266 ~~this Code section."~~

267 **SECTION 12.**

268 Said title is further amended in Code Section 21-4-3, relating to definitions, by revising  
 269 subparagraph (B) of paragraph (3) as follows:

270 "(B) In the case of any elected county officers, the county board of elections; ~~if a~~  
 271 ~~county has such, or the judge of the probate court, provided that, if such judge of the~~



272 ~~probate court is the officer sought to be recalled, then the election superintendent shall~~  
273 ~~be the clerk of the superior court; and"~~

274 **SECTION 13.**

275 Said title is further amended in Code Section 21-4-13, relating to recall election — time for  
276 holding, officer to call election, publication of call, form of ballots, vote required to  
277 effectuate recall, and special election to fill vacancy created, by revising subsection (c) as  
278 follows:

279 "(c) If a recall petition is against an officer who is directed by this Code section to call the  
280 election, it shall be called:

281 (1) ~~By~~ by the Secretary of State, if for the Governor; ~~or~~

282 (2) ~~By the clerk of the superior court, if for the judge of the probate court and such judge~~  
283 ~~serves as the election superintendent of the county."~~

284 **SECTION 14.**

285 This Act shall become effective for purposes of creation of boards of elections as required  
286 by Section 5 of this Act upon its approval by the Governor or upon its becoming law without  
287 such approval and for all other purposes on January 1, 2025.

288 **SECTION 15.**

289 All laws and parts of laws in conflict with this Act are repealed.

**Business Item 4:**

**Agenda Request – Jasper County BOC**

**Department:** Senior Center

**Date:** June 3, 2024

**Subject:** Senior Center Grading and Drainage Project Proposal

**Summary:**

The contractor performing grading and paving work at the Sheriff's Office/Jail construction project has stated the cost proposal for the Senior Center will be provided this week.

A June 3 meeting packet addendum will be provided when received.

**Background:**

Staff was directed to obtain a quote for correcting the drainage issues and resurfacing of the parking lot for the Senior Center property from the paving contractor performing work at the Sheriff 's Office /Jail construction project.

**Cost:**

**Recommended Motion:**

Board Discretion

**Business Item 5:**

**Agenda Request – Jasper County BOC**

**Department:** Joint Development Authority

**Date:** June 3, 2024

**Subject:** Joint Development Authority FY 2025 Budget Review

**Summary:**

The Joint Development Authority of Jasper, Morgan, Newton and Walton Counties has provided the Authority's FY 2025 Budget.

**Background:**

Per the Intergovernmental Agreement RE: Revenue Sharing Agreement for Stanton Springs, each County may submit a written objection to the expenses stated in the Authority's budget.

**Cost:**

**Recommended Motion:**

Board Discretion

**Joint Dev. Auth of Jasper, Morgan, Newton & Walton Counties**  
**Approved Budget**  
 July 2024 through June 2025

	<u>Approved FYE</u> <u>June 30, 2025</u> <u>Budget</u>
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
Intergovernmental Revenue	
NCWSA - Inter Govt	380,837.50
<b>Total Intergovernmental Revenue</b>	<b>380,837.50</b>
PILOT Payments	4,500,000.00
<b>Total Income</b>	<b>4,880,837.50</b>
<b>Expense</b>	
Bank charges	20.00
Distribution to Counties	2,000,000.00
Insurance expense	100,000.00
Marketing expense	0.00
Miscellaneous expense	1,000.00
Owners Assoc fees	100.00
Professional	
Accounting expense	35,000.00
Audit expense	16,000.00
Consulting	200.00
Grant Consulting - REBA	16,500.00
Engineering expense	
Engineering exp	20,000.00
<b>Total Engineering expense</b>	<b>20,000.00</b>
Legal expense	100,000.00
Litigation expense	1,000,000.00
<b>Total Professional</b>	<b>1,187,700.00</b>
Public Relations Firm	60,000.00
Rivian - JDA continuing costs	
Frontage Road maintenance***	
Utilities	75,000.00
Maintenance	150,000.00
Reserve for future maint	200,000.00
Security expense	9,600.00
Training	20,000.00
Travel expense	0.00
Utilities	1,100.00
<b>Total Debt Service</b>	<b>0.00</b>
<b>Total Expense</b>	<b>3,804,520.00</b>
<b>Net Ordinary Income</b>	<b>1,076,317.50</b>

	<u>Approved FYE</u> <u>June 30, 2025</u> <u>Budget</u>
<b>Other Income/Expense</b>	
<b>Other Income</b>	
<b>Interest income</b>	
Interest income - banks	20,000.00
Interest income - NCWSA debt	3,808.38
<b>Total Interest Income</b>	<u>23,808.38</u>
<b>Total Other Income</b>	23,808.38
<b>Other Expense</b>	
<b>Capital Outlay</b>	
Memorial Garden Project	25,000.00
<b>Total Capital Outlay</b>	<u>30,000.00</u>
<b>Total Other Expense</b>	<u>30,000.00</u>
<b>Net Other Income</b>	<u>-6,191.62</u>
<b>Net Income</b>	<u><u>1,070,125.88</u></u>

**Business Item 6:**

**Agenda Request – Jasper County BOC**

**Department:** Recreation

**Date:** June 3, 2024

**Subject:** Sands Drive Park Pavilion Picnic Tables and Benches

**Summary:**

**Cost Summary:**

**Commercial Benches**

Park Warehouse 6’ Steel Strap Bench with back	\$957.00 each
Uline Courtyard Bench with back – 6’	\$1315.00 each or \$1270.00 each with 3+
Tree Top Products Northgate Park Bench 6’	\$1139.00 each or \$998.85 each with 3+

**Picnic Tables**

Global Industrial 72” Expanded Metal Picnic Table	\$755.96 each
Tree Top The City Series Rectangular Picnic Table	\$998.85 each

**Background:**

At the August 1, 2022 BOC Meeting, the BOC approved constructing a Pavilion Shelter Top at Sands Dr Park contingent upon an approved intergovernmental agreement with the Jasper County BOC and the Monticello City Council.

The intergovernmental agreement approved by the Jasper County BOC has been approved and signed by the Monticello City Council.

**Original Cost Estimates for the Project**

Pavilion Shelter Top	\$19,000
Six Commercial Picnic Tables	\$ 8820
Three Commercial Park Benches	<u>\$ 3171</u>
Total	\$30,991

At the April 1, 2024 BOC Meeting the BOC awarded the Pavilion Shelter construction bid in the amount of \$22,500.00. The Pavilion Shelter construction is complete.

**Cost:** Impact Fees

**Recommended Motion:**

Board Discretion



≡ MENU



✉ EMAIL US

☎ 877-451-8155

# SHOPPING CART > CHECKOUT DETAILS > ORDER COMPLETE

Shipping costs updated.

PRODUCT	PRICE	QUANTITY	TOTAL
 <p>623be115 6' Steel Strap Bench with Straight Back - Powder Coated - Black</p>	\$957.00	- 3 +	\$2,871.00

← CONTINUE SHOPPING

UPDATE CART

## CART TOTALS

Subtotal	\$2,871.00
Shipping	Freight: \$321.08 Shipping to Monticello, GA 31064. Change address
Tax	\$223.45
Total	\$3,415.53

PROCEED TO CHECKOUT

Coupon

Need help? LIVE CHAT with a product specialist now.



≡ MENU



EMAIL US



888-321-5334

# 6' Steel Strap Bench with Straight Back - Powder Coated - Black

HOME » BENCHES

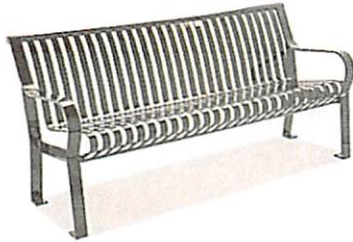
≡ FILTER



Need help? LIVE CHAT with a product specialist now.



### Courtyard Bench with Back - 6'



An elegant choice for hotels and shopping centers.

- Smooth, comfortable sloped seat and armrests. Pre-drilled for surface mounting.
- Glossy, weather resistant powder-coat finish.
- Durable, heavy-duty steel bar construction.
- [Mounting Hardware](#) sold separately.

[More Images](#)

MODEL NO.	DESCRIPTION	SIZE L x W x H	WT. (LBS.)	PRICE EACH		ADD TO CART
				1	3+	
H-3018	6' Bench with Back	71 x 26 x 32"	253	\$1,315	\$1,270	1 <a href="#">ADD</a>

DROP SHIPS IN 10 DAYS FROM WI ASSEMBLED VIA MOTOR FREIGHT

[- Additional Info](#) [+ Shopping Lists](#) [Request a Catalog](#)

**DIMENSIONS:**

- Seating (Steel Flat Bars): 1/4 x 1 1/2"
- Frame Tubing (Diameter): 1 5/8"

**CAPACITY:**

- 900 lbs

**MOUNTING HARDWARE: (Sold Separately)**

- (4) Stainless steel concrete anchors (3/8 x 3 1/2")
- (4) Washers
- (4) Nuts

**Ships Via Motor Freight**

Availability: Drop Ship  
Unit Weight: 256 lbs.

[Catalog Page 417](#)

[Email Item](#)

Country of Origin: USA



OPTIONS SELECTED

**Northgate Park Bench**

SKU# 2ZT2085-BK | Ships in 10 - 15 Weeks

Subtotal: **\$2,996.55** Save 12% (~~3,399.00~~)

Price Per Unit: \$998.85

Buy 6 & Save \$50.00 Each

★ REVIEWS

CLEAR SHOPPING CART



Home > Northgate Park Bench

★ REVIEWS



Best Seller



Easy-Assembly

### Optional Accessories

#### Surface Mount Hardware Kit (4)

BNHPD-4



\$8.85

Save 20% (11)

Qty

- 1 +

ADD TO CART

#### Armrest for Northgate Benches

TBN-APM



As low as

Save 16% (11)

Qty

- 1 +

ADD TO CART

Slatted Metal Bench Bronze Plaques  
TPQ-03



As low as **Save 16% (296)**

PERSONALIZE

Please click Personalize to configure your product

[Description](#)   [Specifications](#)   [Documents and Instructions](#)   [Reviews \(35\)/Q&A](#)

## Description

Classic style, 6 ft. and 8 ft. bench in Black Onyx

- Seat/Back: Powder-coated steel
- Seat Length Options: 6 ft. or 8 ft.
- Frame: Powder-coated steel
- Optional armrest, sold separately
- Premium quality & strength at an affordable price
- Weather-resistant
- Simple 4-piece assembly
- Pre-drilled for surface-mount option (surface mounting hardware not included)
- **NOTE:** All 8 ft. benches ship on oversized pallets. If you do not have access to a fork lift and/or loading dock at your facility, please contact customer service to further assist with a custom shipping solution for delivery. Due to the size of this product, Liftgates cannot be used to move this product on and off the delivery truck.

## Specifications

SKU	2ZT2085	2ZV2353
Model Name	6' Bench	8' Bench
Material	Steel	Steel
Mount Type	Portable/Surface Mount	Portable/Surface Mount
Seat Dimensions	74"L x 25"W x 18"H	91.5"L x 25"W x 18"H
Overall Dimensions	74"L x 25"W x 34"H	91.5"L x 25"W x 34"H
Weight	177.0	215.0

0 Viewed



Roll over image to zoom in



## Global Industrial 72" Expanded Metal Rectangular Picnic Table, Green

Visit the Global Industrial Store  
4.7 35 ratings

Typical price: ~~\$837.43~~  
Business Price **\$755.96**  
You Save: **\$81.47 (10%)**


**S** Best price

Prefer to be invoiced for your order? Choose Pay by Invoice as your payment method at checkout.





### Delivery & Support

Select to learn more

		
Ships from IndustrialSupplies	30-day easy returns	Customer Support

 Buying multiple items? [Go to multi-select](#)

Color: Green

 \$792.18	 \$789.53
 <b>\$755.96</b>	 \$784.35

**Brand** Global Industrial  
**Product** 72"D x 62"W x 29.5"H  
**Dimensions**  
**Maximum Weight** 1000 Pounds  
**Recommendation**  
**Color** Green  
**Recommended Uses For Product** Meeting, Dining

 <b>Item Weight</b> 171 Pounds	 <b>Frame Material</b> Metal
 <b>Top Material Type</b> Metal	 <b>Shape</b> Rectangular

### About this item

- 72"L x 30"W x 29-1/2"H Table Top
- 72"L 12"W x 17"H Benches

**\$755.96**

FREE delivery June 4 - 10. [Details](#)

Deliver to Jasper - Monticello 31064

**In stock**

Usually ships within 2 to 3 days.

Quantity: **1**

[Add to Cart](#)

[Buy Now](#)

 Secure transaction

Ships from and sold by IndustrialSupplies.

**Seller Credentials:**  
889 certification

**Return policy:**  
Eligible for Return, Refund or Replacement within 30 days of receipt

[Add to List](#)

Upload your video

## Product information

Collapse All

Expand All

Item details	▼	Measurements	▼
Style	▼	Materials & Care	▼
User guide	▼	Features & Specs	▼
		Additional details	▼

### Warranty & Support

Product Warranty: For warranty information about this product, please [click here](#)

### Feedback

Would you like to [tell us about a lower price?](#)

## Looking for specific info?

## Compare with similar items

This Item

Recommendations



Global Industrial 72" Expanded Metal Rectangular Picnic Table, Green

Add to Cart



Global Industrial 8' Rectangular Picnic Table, Surface Mount, Black (96" Long)

Add to Cart



Giantex Picnic Table Bench Set for 6 or 8, 70.5" Acacia Wood Outdoor Dining Table Set, 2"

Add to Cart



YITAHOME Picnic Table 6ft Heavy Duty Outdoor Picnic Table and Bench Resin Tabletop & Stable...

Add to Cart

Price	-10% \$755 <sup>96</sup> Typical: \$837.43	-20% \$911 <sup>34</sup> Typical: \$1,144.59	-2% \$235 <sup>00</sup> Typical: \$239.99	-31% \$179 <sup>99</sup> List: \$259.99
Delivery	Get it Jun 4 - 10	Get it Jun 4 - 10	Get it Jun 5 - 6	Get it Jun 3 - 5
Customer Ratings	4.7 <span>35</span>	4.6 <span>66</span>	4.5 <span>22</span>	4.3 <span>549</span>
Sturdiness	4.6	5.0	4.8	4.0
Easy To Assemble	4.6	4.8	3.3	4.0
Durability	5.0	5.0	—	—
Sold By	IndustrialSupplies	IndustrialSupplies	Giantex	YITAMOTOR
Material	Alloy Steel	Alloy Steel	Metal, Wood	High Density Polyethylene
Number Of Pieces	1	—	1	1
Shape	Rectangular	Rectangular	Rectangular	Rectangular



## Shopping Cart

[Continue Shopping](#)

* REVIEWS	<b>MMARY</b>	<b>1 Item</b>
	total	\$998.85
	Shipping (To be determined)	
	<b>Order Total</b>	<b>\$998.85</b>

**ESTIMATE SHIPPING & TAX** ▼

**PROMOTION CODE** ▼

PROCEED TO CHECKOUT

[Save as Quote](#) | [Continue Shopping](#)



**OPTIONS SELECTED** ▼

### The City™ Series Rectangular Picnic Tables

SKU# 1C12622-BK | Ships in 10 - 15 Weeks

Subtotal: **\$998.85** Save 12% (~~1,139.00~~)

- 1 + Price Per Unit: \$998.85

[EDIT](#) [REMOVE](#)

[CLEAR SHOPPING CART](#)

**Jasper County BOC  
Impact Fee Fund  
Annual Impact Fee Financial Report  
Fiscal Year 2024**

<b>Public Facility</b>		<b>Library</b>	<b>Parks</b>	<b>Fire</b>	<b>E911</b>	<b>Admin</b>	<b>Roads &amp; Bridges</b>	<b>Animal Control</b>	<b>Total</b>
Allocation Percentage		2%	20%	19%	18%	2%	22%	17%	100%
Service Area		Countywide	Countywide	Countywide	Countywide		Countywide	Countywide	
Impact Fee Balance:	<b>6/30/2023</b>	4,292.71	209,979.09	32,217.49	143,731.41	15,310.04	42,449.31	69,512.89	517,492.94
Impact Fees Collected:	<b>7/1/2023 thru 6/30/2024</b>	3,414.96	34,140.92	32,434.68	30,728.44	3,484.06	37,555.88	29,020.96	170,779.90
Accrued Interest		262.59	2,625.87	2,494.57	2,363.28	262.59	2,888.45	2,231.99	13,129.34
Subtotal: Fee Accounts		<u>7,970.26</u>	<u>246,745.88</u>	<u>67,146.74</u>	<u>176,823.13</u>	<u>19,056.69</u>	<u>82,893.65</u>	<u>100,765.83</u>	<u>701,402.18</u>
Impact Fees Refunds									
Expenditures			-			(120.00)	-	-	(120.00)
Impact Fee Balance:	<b>6/30/2024</b>	<u><b>7,970.26</b></u>	<u><b>246,745.88</b></u>	<u><b>67,146.74</b></u>	<u><b>176,823.13</b></u>	<u><b>18,936.69</b></u>	<u><b>82,893.65</b></u>	<u><b>100,765.83</b></u>	<u><b>701,282.18</b></u>

Reconciled to Bank Balance @ 4.30.24

**Less: Actual Expenditures**

8 ft Grader Box Blade Dirt Dog - Public Works							(2,850.00)		(2,850.00)
2023 Ford F150 Supercab w/ 8 ft bed - Animal Control								(49,220.00)	(49,220.00)
Ballfield Lights - Recreation			(4,994.31)						(4,994.31)
2023 F150 Truck - Public Works							(36,675.00)		(36,675.00)
FY23 Impact Fees Fund Library	(4,292.71)								(4,292.71)
8 New Dugouts - Recreation			(72,664.43)						(72,664.43)
Stryker - Fire Rescue				(2,280.00)					(2,280.00)
Recorder - 911					(24,130.00)				(24,130.00)
Emergency Medical Dispatch and Security/Access System					(24,731.09)				(24,731.09)
Edmunds Gov Tech Finance Super Suite - Finance						(15,310.00)			(15,310.00)
Sands Dr Park Pavilion - Recreation			(22,500.00)						(22,500.00)
Sands Dr Park Architectural Fees - Recreation			(1,960.35)						(1,960.35)

**Less: Committed Expenditures FY 23**

Sprinkler System Repair and Upgrade - Recreation			(14,000.00)						(14,000.00)
Three Commercial Park Benches - Sands Dr Park			(3,171.00)						(3,171.00)
Six Commercial Picnic Tables - Sands Dr Park			(8,820.00)						(8,820.00)

**Less: Committed Expenditures FY 24**

Aluminum Dog Box - Animal Control								(1,155.00)	(1,155.00)
Emergency Medical Dispatch and Security/Access System					(31,000.00)				(31,000.00)
<b>Remaining Available 4.30.24</b>		<u>3,677.55</u>	<u>118,635.79</u>	<u>64,866.74</u>	<u>96,962.04</u>	<u>3,626.69</u>	<u>43,368.65</u>	<u>50,390.83</u>	<u>381,528.29</u>



**Business Item 7:**

**Agenda Request – Jasper County BOC**

**Department:** Human Resources

**Date:** June 3, 2024

**Subject:** Human Resources and County Boards Report

**Summary:**

Staff will present a Human Resources Report and Board Appointments needed.

**Background:**

Staff has been requested to provide a Human Resources Report along with upcoming expired Board appointments to the Board of Commissioners. Reports will be provided in the months of March, June, September, and December going forward.

**Cost:**

None

**Recommended Motion:**

None Required



## Jasper County Human Resources Report

Period Covered: March-May 2024

### Current Open Positions

**Paramedics**

**911 Dispatchers**

**Public Works Mechanic**

**Public Works Operator I**

### New Hires/Transfers

**Recreation- 2 (seasonal)**

**Jail- 1**

**Fire/EMS- 1**

**Planning & Zoning- 1**

**Registrar- 1 (part-time)**

### Terminations/Resignations

**Jail- 2**

**Sheriff- 1 (part-time)**

### Total Employees = 172

**Full-time = 113**

**Part-time = 53**



## **Jasper County Boards Report**

**Period Covered: July 2024-September 2024**

### **Upcoming Board Appointments Needed:**

- **Jasper County Water & Sewer Authority (2)**
- **Jasper County Public Facilities Authority (1)**

**Business Item 8:**

**Agenda Request – Jasper County BOC**

**Department:** Courts

**Date:** June 3, 2024

**Subject:** Ocmulgee Circuit Public Defender’s Office - Georgia Indigent Defense Services Agreement

**Summary:**

The Ocmulgee Judicial Circuit, through the Georgia Public Defenders Council, contracts with Counties to provide the required indigent legal representation as set forth under the Georgia Indigent Defense Act of 2003.

The contract is for the period July 1, 2024 thru June 30, 2025.

Jasper County’s attorney has reviewed the contract.

**Background:**

Per O.C.G.A. 17-12-23, Jasper County is required to provide criminal defense legal representation for indigent persons accused of violating city or county ordinances or state laws.

**Cost:**

Annual Cost - \$61,497.44

To be included in FY 2025 Budget.

**Recommended Motion(s):**

Motion to approve Chairman to execute the Georgia Indigent Defense Services Agreement for the period July 1, 2024 to June 30, 2025 with an annual cost of \$61,497.44 paid in monthly installments of \$5,124.79.



GEORGIA  
PUBLIC  
DEFENDER  
COUNCIL

## OCMULGEE CIRCUIT PUBLIC DEFENDER'S OFFICE

*In all criminal prosecutions, the accused shall  
enjoy the right ... to the assistance of counsel for his defense.  
U.S. Constitution, Amendment VI*

### Milledgeville Office:

John Bradley, CPD  
Sheri Smith, APD  
Claudia Mitcham, APD  
Keri Thompson, APD  
Bethany Begnaud-  
Stroberg, Attorney,  
Juvenile Court  
Sherri Marshburn,  
Administrative Assistant  
Nancy Gordon  
Administrative Assistant

P.O. Box 1429  
Milledgeville, GA 31059  
Ph. (478)445-8100  
Fax (478)445-8111

### Gray Office:

Kevin D. Ströberg, Chief  
APD  
Thomas O'Donnell, APD  
Leonard D. Myers, Jr., APD  
Tamara Myrick,  
Administrative Assistant

P.O. Box 747  
Gray, GA 31032  
Ph. (478)986-6185  
Fax (478)986-6359

### Greensboro Office:

Charles Taylor, APD  
Ryan Marks, APD  
Brett Colbert,  
Administrative Assistant

113 N Main Street  
Greensboro, GA 30642  
Ph. (706)454-7012  
Fax (706)454-1204

May 21, 2024

Mr. Dennis Pate  
Finance Manager  
Jasper County Board of Commissioners  
126 W. Green Street, Suite 18  
Monticello, GA 31064

Re: Public Defender Budget FY 2025

Greetings Mr. Pate,

Attached is the budget for the Public Defender's Office for FY 2025 which runs from July 1, 2024 to June 30, 2025. Jasper County's portion of the circuit budget comes to \$61,497.44 with monthly payments of \$5,124.79. The increase from last years' budget is due to an adjustment based on the census. Jasper County's percentage of the budget increased from 8.56% to 9.59%. Our office provides legal representation to indigent defendants in Jasper County Superior Court and Jasper County Juvenile Court. Additionally, our office provides representation of defendants in the Ocmulgee Circuit Adult Treatment Court (ATCC) including both the Drug and Mental Health Courts.

Also enclosed is the contract for indigent defense services for FY 2025. Once the contract has been signed please return it to me at P.O. Box 1429, Milledgeville, Georgia 31059 and I will forward it to Atlanta. Please contact me at (478) 445-8100 if you have any questions. Thank you for your support and assistance.

Sincerely,

John H. Bradley  
Circuit Public Defender

**OCMULGEE CIRCUIT PUBLIC DEFENDER OFFICE**  
**July 1, 2024 - June 30, 2025**

COUNTY FUNDED - Public Defender and Assistants							
Name	#	Salaries	FICA	Retirement	Health Insurance	Unemployment	Total
			7.65% of Salary	32.51% of Salary	29.454% of Salary	\$31 per Position	
<b>TOTAL:</b>	<b>5</b>	<b>\$ 383,040.00</b>	<b>\$ 29,302.56</b>	<b>\$ 124,526.30</b>	<b>\$ 112,820.60</b>	<b>\$ 155.00</b>	<b>\$ 649,844.47</b>

COUNTY FUNDED - Public Defender Administrative							
Name	#	Salaries	FICA	Retirement	Health Insurance	Unemployment	Total
			7.65% of Salary	32.51% of Salary	29.454% of Salary	\$31 per Position	
<b>TOTAL:</b>	<b>2</b>	<b>\$ 83,720.00</b>	<b>\$ 6,404.58</b>	<b>\$ 27,217.37</b>	<b>\$ 24,658.89</b>	<b>\$ 62.00</b>	<b>\$ 142,062.84</b>

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
<b>TOTAL:</b>		<b>\$ 6,302.90</b>	<b>\$ 75,634.78</b>

TOTAL EXPENDITURES			
		Personnel	Operating
Public Defender and Assistants	*	\$ 649,844.47	
Public Defender Administrative	*	\$ 142,062.84	
LESS: FY 24 Rollover		\$ (63,644.54)	
5% Administrative Fee	*	\$ 39,595.37	
Office Expenditures	*		\$ 75,634.78
4% Administrative Fee	*		\$ 3,025.39
LESS: FY 24 Rollover			\$ (4,500.00)
<b>TOTAL:</b>		<b>\$ 767,858.13</b>	<b>\$ 74,160.17</b>

	Without Offset	With Offset
Total Personnel (without \$200,950 offset)	\$ 566,908.13	\$ 767,858.13
Total Operating Contract	\$ 74,160.17	\$ 74,160.17
	<b>\$ 641,068.30</b>	<b>\$ 842,018.30</b>

BREAKDOWN BY COUNTY			
		Monthly	Annual
Baldwin	25.30%	\$ 26,015.36	\$ 312,184.32
Greene	12.08%	\$ 6,853.71	\$ 82,244.54
Hancock	5.06%	\$ 2,702.08	\$ 32,424.90
Jasper	9.59%	\$ 5,124.79	\$ 61,497.44
Jones	16.89%	\$ 9,743.01	\$ 116,916.14
Morgan	12.51%	\$ 6,683.56	\$ 80,202.68
Putnam	13.48%	\$ 10,328.35	\$ 123,940.26
Wilkinson	5.09%	\$ 2,717.34	\$ 32,608.03
<b>CIRCUIT WIDE TOTAL:</b>	<b>100%</b>	<b>\$ 70,168.19</b>	<b>\$ 842,018.31</b>

OFFSET FUNDS	
County/City	Amount
Baldwin	\$ 150,000.00
Greene	\$ 4,800.00
Jones	\$ 8,650.00
Putnam	\$ 37,500.00
<b>Total</b>	<b>\$ 200,950.00</b>

\*Includes salary, benefits and 5% admin fee

BREAKDOWN BY COUNTY (Personnel)			
		Monthly	Annual
Baldwin	25.30%	\$ 24,451.87	\$ 293,422.48
Greene	12.08%	\$ 6,107.13	\$ 73,285.59
Hancock	5.06%	\$ 2,389.49	\$ 28,673.92
Jasper	9.59%	\$ 4,531.94	\$ 54,383.28
Jones	16.89%	\$ 8,699.31	\$ 104,391.68
Morgan	12.51%	\$ 5,910.39	\$ 70,924.66
Putnam	13.48%	\$ 9,495.05	\$ 113,940.65
Wilkinson	5.09%	\$ 2,402.99	\$ 28,835.86
<b>CIRCUIT WIDE TOTAL:</b>	<b>100%</b>	<b>\$ 63,988.18</b>	<b>\$ 767,858.13</b>

ROLLOVER: FY 24 ⇄ FY 25		
County	Amount	%
Baldwin	\$ 19,954.90	31.35%
Greene	\$ 6,088.13	9.57%
Hancock	\$ 3,308.84	5.20%
Jasper	\$ 4,874.99	7.66%
Jones	\$ 10,919.77	17.16%
Morgan	\$ 6,264.59	9.84%
Putnam	\$ 8,878.91	13.95%
Wilkinson	\$ 3,354.40	5.27%
<b>Total</b>	<b>\$ 63,644.54</b>	<b>100.00%</b>

BREAKDOWN BY COUNTY (Operating)			
		Monthly	Annual
Baldwin	25.30%	\$ 1,563.49	\$ 18,761.83
Greene	12.08%	\$ 746.58	\$ 8,958.95
Hancock	5.06%	\$ 312.58	\$ 3,750.98
Jasper	9.59%	\$ 592.85	\$ 7,114.16
Jones	16.89%	\$ 1,043.71	\$ 12,524.46
Morgan	12.51%	\$ 773.17	\$ 9,278.02
Putnam	13.48%	\$ 833.30	\$ 9,999.60
Wilkinson	5.09%	\$ 314.35	\$ 3,772.17
<b>CIRCUIT WIDE TOTAL:</b>	<b>100%</b>	<b>\$ 6,180.01</b>	<b>\$ 74,160.18</b>

ROLLOVER: FY 24 ⇄ FY 25		
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%
<b>Total</b>	<b>\$ 4,500.00</b>	<b>100.00%</b>



GEORGIA  
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**GEORGIA INDIGENT DEFENSE SERVICES AGREEMENT**

**THIS AGREEMENT** is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, 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 Jasper County, body politic and a subdivision of the State of Georgia (herein referred to as “the County”) and is effective July 1, 2024.

**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 Jasper 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 Jasper County on a revocation of probation;



(3) Cases prosecuted in the Juvenile Courts of Jasper 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, 2024 and ending June 30, 2025.

**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

**Jasper County:**

Jasper County Board of Commissioners  
126 West Green Street, Suite 18  
Monticello, Georgia 31064

**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 5<sup>th</sup> 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:

**Jasper County**

\_\_\_\_\_  
BY: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Title

ATTEST:

**Circuit Public Defender**

\_\_\_\_\_  
BY: \_\_\_\_\_  
Signature  
Circuit Public  
Defender

ATTEST:

Consented to:

**Georgia Public Defender Council**

\_\_\_\_\_  
BY: \_\_\_\_\_  
Signature  
Director

Ocmulgee Judicial Circuit  
**ATTACHMENT B – Personnel & Operating Expenditures**  
Jasper County  
July 1, 2024 – June 31, 2025

The County agrees to pay the Public Defender Office \$61,497.44 in 12 monthly installments of \$5,124.79. Installments are due to the Georgia Public Defender Council (GPDC) on the 15<sup>th</sup> of the preceding month beginning on June 15, 2024. 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 Jasper 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 5<sup>th</sup> 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.



**Agenda Request – Jasper County BOC**

**Department:** Board of Commissioners

**Date:** June 3, 2024

**Subject:** FY 2025 Proposed Budget, 2024 Millage Rates, and 2024 Digest - Consensus to Advertise

**Summary:**

FY 2025 Remaining Budget Calendar

- June 3 Board Consensus to Advertise Proposed FY 2025 Budget, 2024 Millage Rates and 2024 Tax Digest
- June 6 Advertise Public Hearings and Locations, Proposed FY 205 Budget, Proposed 2024 Millage Rates, 2024 Tax Digest and Five Year History Report
- June 10 Public Hearings
- June 14 Called Meeting – Adopt FY 2025 Budget, 2024 Millage Rates and 2024 Tax Digest

The final scheduled FY 2025 Budget Work Session is Friday, May 31.

A June 3 Meeting Packet addendum will be provided after the work session is completed.

**Background:**

2024 County Wide Rollback Millage Rate – 9.985

2024 Hospital Rollback Millage Rate - .570

**Cost:**

**Recommended Motion:**

Board Discretion

**JASPER COUNTY BOARD OF COMMISSIONERS  
JASPER COUNTY, GEORGIA  
FISCAL YEAR 2025 BUDGET CALENDAR**

February 12	<u>Letters to appropriation entities, including notification of required Intergovernmental agreements</u>
February 12	<u>Budget Calendar Provided to Department Heads &amp; Constitutional Officers</u>
March 4	<u>Budget Templates – Delivered to Department Heads/Constitutional Officers</u>
March 12	<u>Appropriation Requests Due Back to Finance Department</u>
March 18	<u>Departmental/Enterprise/Constitutional Budget Requests Due Back to Finance Department</u>
April 1	<u>Preliminary Digest from Tax Assessor</u>
March 26 – April 9	<u>Department Heads &amp; Constitutional Officers Budget Reviews (County Manager, Chief Accounting Officer, Department Heads &amp; Constitutional Officers)</u>
April 12	<u>County Wide Budget Rollup</u>
April 19	<u>Work Session - Budget Presentation to BOC &amp; Citizens 9 A.M.</u>

**Budget Work Sessions for Board of Commissioners**

Friday	May 3	9:00 A.M.
Friday	May 10	9:00 A.M.
Friday	May 17	9:00 A.M.
Friday	May 24	9:00 A.M.
Friday	May 31	9:00 A.M.

**\*Additional Work Sessions to be scheduled as needed**

June 3	<b><u>Board Consensus to Advertise - Proposed FY 2025 Budget, Proposed 2024 Millage Rates and 2024 Tax Digest Meeting 6:00 P.M.</u></b>
June 6	<u>Advertise Public Hearings Dates and Locations, Proposed FY 2025 Budget, Proposed 2024 Millage Rates, 2024 Tax Digest &amp; Five-Year Report</u>
June 10	<u>Public Hearing – Proposed FY 2025 Budget, Proposed 2024 Millage Rates &amp; 2024 Tax Digest 10:00 A.M.</u>
June 10	<u>Public Hearing – Proposed FY 2025 Budget, Proposed 2024 Millage Rates &amp; 2024 Tax Digest 6:00 P.M.</u>
June 14	<b><u>Called Meeting – Adopt FY 2025 Budget &amp; Set 2024 Millage Rates 9:00 AM</u></b>
June 21	<u>Post Adopted FY 2025 Budget &amp; 2024 Millage Rates &amp; 2024 Tax Digest &amp; Implement FY 2025 Budget</u>

**Agenda Request – Jasper County BOC**

**Department:** Board of Commissioners

**Date:** June 3, 2024

**Subject:** Schedule Work Sessions and Called Meetings as Needed

**Summary:**

Schedule Work Sessions and Called Meetings as Needed

**Background:**

Public Hearings, Work Sessions and Called Meetings already scheduled for June

June 10	10:00 A.M.	Public Hearing - Proposed FY 2025 Budget, Proposed 2024 Millage Rates & 2024 Tax Digest
June 10	6:00 P.M.	Public Hearing – Proposed FY 2025 Budget, Proposed 2024 Millage Rates & 2024 Tax Digest
June 14	9:00 A.M.	Called Meeting – Adopt FY 2025 Budget & Adopt 2024 Millage Rates

**Cost:**

**Recommended Motion:**