



Hart County Board of Commissioners

Tuesday May 23, 2023

6:00 p.m.

Emergency Services and Administration Building

1. PRAYER
2. PLEDGE OF ALLEGIANCE
3. CALL TO ORDER
4. WELCOME
5. APPROVE AGENDA
6. APPROVE MINUTES OF PREVIOUS MEETING(S)
 - 05/09/2023 Regular Meeting
 - 05/08/2023 Called Meeting with IBA
7. REMARKS BY INVITED GUESTS, COMMITTEES, AUTHORITIES
8. REPORTS BY CONSTITUTIONAL OFFICERS & DEPARTMENT HEADS
 - Hart County Extension Service Update. Brandi Shiflet, Hart County Extension Coordinator, 4-H Youth Development Agent
9. COUNTY ADMINISTRATOR'S REPORT
10. CHAIRMAN'S REPORT
11. COMMISSIONERS' REPORTS
12. OLD BUSINESS
 - a) Bid Opening – Football/Cheerleading Uniforms & Sports Photography
13. NEW BUSINESS
 - a) FY2024 Public Defender Budget
 - b) Tax Commissioner's Request for Additional Position
 - c) HCW&S Authority SPLOST VI Discussion
14. PUBLIC COMMENT
15. EXECUTIVE SESSION – Litigation
16. ADJOURNMENT

Hart County Board of Commissioners

May 9, 2023

6:00 p.m.

Hart County Board of Commissioners met May 9, 2023 at the Hart County Administrative & Emergency Services Center at 6:00 p.m.

Chairman Marshall Sayer presided with Commissioners Michael Bennett, Frankie Teasley and Joey Dorsey in attendance. Commissioner Jeff Brown was absent.

1. Prayer

Prayer was offered by Chairman Sayer.

2. Pledge of Allegiance

Everyone stood in observance of the Pledge of Allegiance.

3. Call to Order

Chairman Sayer called the meeting to order.

4. Welcome

Chairman Sayer welcomed those in attendance.

5. Approve Agenda

Commissioner Dorsey moved to amend and approve the agenda to remove item 13e) Recreation Online Registration Software. Commissioner Teasley provided a second to the motion. The motion carried 4-0.

6. Approve Minutes of Previous Meeting(s)
• 04/25/2023 Regular Meeting

Commissioner Dorsey moved to approve the minutes of April 25, 2023 regular meeting. Commissioner Bennett provided a second to the motion. The motion carried 4-0.

7. Remarks By Invited Guest, Committees, Authorities

None

8. Reports By Constitutional Officers & Department Heads

None

9. County Administrator's Report
April Financial Report

County Administrator Terrell Partain reported that the SPLOST meeting with the cities would be held on June 20, 2023 at 5:30 at the Administrative and Emergency Services Building; presented General Fund Financial Report for the month of April.

10. Chairman's Report

Chairman Sayer announced the Humane Society (Hartwell Lakeside Music Festival) will be having a benefit May 28, 2023, from 4 p.m. to 10 p.m.

11. Commissioners' Reports

Commissioner Teasley reported a gate closed ahead sign at Long Point Recreation Area needed replacing and requested another sign to be placed on the other side of the road; the grass at Gum Branch Recreation Area needed to be cut and that there are potholes near the T dock in the parking lot.

Commissioner Dorsey reported speaking with DOT concerning roads in Goldmine area being destroyed due to the bridge closure on Hwy 29.

County Administrator Terrell Partain reported that he will include those roads on the list for LMIG.

12. Old Business

a) Bid Award Road Re-paving

Commissioner Dorsey moved to award the bid to Stratton and Sons. Commissioner Teasley provided a second to the motion.

Commissioner Dorsey expressed the need for rumble strips on several intersections, especially Bio Church Road.

County Administrator Terrell Partain reported the rumble strips could be added to the contract.

The motion carried 4-0.

b) Parkdale Village Proposal

Chairman Sayer reported this would not be a project the county could support due to the moratorium that is in place; the county does not have a sewer system so there is no need for regulations/ordinances on multi-family; the resolution cannot be worded so that the county can annex prior to construction.

Edward Libershal requested if the county would be willing to sign a resolution of support based on what is in place with the city if he worked with the County Attorney to find language that does fit.

Commissioner Dorsey suggested a called meeting once the resolution language has been updated.

No action was taken.

13. New Business

a) Job Description Addressing/Permits/Admin Support

Commissioner Dorsey moved to adopt the job description for the Addressing/Permits/Admin Support position and include additions for clarification on types of permits handled. Commissioner Teasley provided a second to the motion. The motion carried 4-0.

b) EMS Request for Purchase of Additional Equipment

Chairman Sayer made a motion to purchase additional equipment for the EMS vehicles. Commissioner Dorsey provided a second to the motion. The motion carried 4-0.

c) EMS Request for Experience

Commissioner Dorsey moved to grant a new hire in the EMS department six years credit for experience. Commissioner Teasley provided a second to the motion. The motion carried 4-0.

d) Senior Center request for Grant Application

Commissioner Dorsey made a motion to grant approval for the Senior Center to move forward with the grant process. Commissioner Teasley provided a second to the motion. The motion carried 4-0.

e) Recreation Online Registration Software

Item removed from agenda.

f) Recreation Basketball Scorekeepers Pay

Commissioner Bennett moved to increase the scorekeepers pay from \$10.00 to \$12.00 per game as per the recommendation of Rec Advisory Board. Commissioner Dorsey provided a second to the motion. The motion carried 4-0.

g) Recreation Youth Tackle Football Fee Increase

Commissioner Bennett moved to increase the fee for Youth tackle football from \$65.00 to \$90.00 as per the recommendation of Rec Advisory Board. Commissioner Dorsey provided a second to the motion. The motion carried 4-0.

h) Recreation Permission to Apply for the \$500,000 LWCF Grant

Chairman Sayer made a statement that the Board of Commissioners had made a motion to send this grant to the Recreation Advisory Board based on the ideas of a plan to fix buildings, fences, etc. since it is a matching grant.

Recreation Department Head Jim Owens stated the Recreation Advisory Board recommended the grant be used to start acquiring funds to build a Recreation Center.

No action was taken.

i) Recreation Add 6U Tackle Football to Our Program

Chairman Sayer moved to add a 6U tackle football program as per the recommendation of Rec Advisory Board. Commissioner Bennett provided a second to the motion. The motion carried 4-0.

j) Temporary Beer and Wine Permit Hart County Humane Society (Hartwell Lakeside Music Festival)

Commissioner Teasley made a motion to grant a temporary beer and wine permit to the Hart County Humane Society (Hartwell Lakeside Music Festival). Commissioner Bennett provided a second to the motion. The motion carried 4-0.

14. Public Comment

Chairman Sayer reminded everyone that public comments should only be about county business.

15. Executive Session – Litigation – Real Estate

Commissioner Teasley moved to exit into Executive Session to discuss litigation and real estate matters. Commissioner Bennett provided a second to the motion. The motion carried 4-0.

Chairman Sayer moved to reconvene the regular meeting session. Commissioner Bennett provided a second to the motion. The motion carried 4-0.

16. Adjournment

Commissioner Bennett moved to adjourn the meeting. Commissioner Dorsey provided a second to the motion. The motion carried 4-0.

Marshall Sayer, Chairman

Lisa Evans, Administrative Assistant



Hart County Board of Commissioners
Called Meeting Monday May 8, 2023, 5:30 PM
At the Administrative and Emergency Services
Building

Meeting was called to order. Commissioners present were Chairman Sayer, Commissioner Dorsey, Commissioner Teasley, Commissioner Bennett. Commissioner Brown was absent (out of town).

1. IBA SPLOST Discussion

A general discussion of IBA funding needs for a possible SPLOST VI referendum. Several projects and budgetary needs were discussed. No official actions were taken.

2. Executive Session – Personnel

Commissioner Teasley made a motion to exit the regular meeting and enter executive session with the IBA board for personnel. Commissioner Bennett provided a second for the motion. Motion passed with a 4-0 vote.

Commissioner Dorsey made a motion to exit the executive session and return to the regular meeting. Commissioner Teasley provided a second for the motion. Motion passed with a 4-0 vote.

3. Other Items as time allows

There being no more business before the board. Commissioner Teasley made a motion to adjourn the meeting. Commissioner Dorsey provided a second for the motion. Motion passed with a 4-0 vote.

Terrell Partain
County Administrator



Terrell Partain,
County Administrator
May 19, 2023

RE: Item 13 A FY2024 Public Defender Budget

Attached is the FY 24 budget request from the Public Defender Office.

The FY 23 budget for the Public Defender Office is \$86,900.00 the requested budget for FY 24 is \$115,120.50 an increase of \$28,220.50 from this year.

**INDIGENT DEFENSE AGREEMENT
AMONG THE CIRCUIT PUBLIC DEFENDER OFFICE OF THE NORTHERN
JUDICIAL CIRCUIT AND THE GOVERNING AUTHORITIES OF ELBERT,
FRANKLIN, HART, MADISON, AND OGLETHORPE COUNTIES**

THIS AGREEMENT is entered into the 15th day of June 2023, Among the Circuit Public Defender Office of the Northern Judicial Circuit (herein referred to as "the Public Defender Office"), the governing authority of Elbert County, a body politic and a subdivision of the State of Georgia (herein referred to as "Elbert County"), the governing authority of Franklin County, a body politic and a subdivision of the State of Georgia (herein referred to as "Franklin County"), the governing authority of Hart County, a body politic and a subdivision of the State of Georgia (herein referred to as "Hart County"), the governing authority of Madison County, a body politic and a subdivision of the State of Georgia (herein referred to as "Madison County"), and the governing authority of Oglethorpe County, a body politic and a subdivision of the State of Georgia (herein referred to as "Oglethorpe County"). Elbert, Franklin, Hart, Madison, and Oglethorpe Counties are herein referred to collectively as "the Counties." This agreement is effective July 1, 2023.

WITNESSETH

WHEREAS, the Public Defender Office and the Counties 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), which was effective January 1, 2005, provides as follows:

A city, county, or consolidated government may contract with the circuit public defender office for the provision of criminal defense for indigent persons accused of violating city, county, or consolidated government ordinances or state laws. If a city, county or consolidated government does not contract with the circuit public defender office, the city, county, or consolidated government shall be subject to all applicable standards adopted by the council for representation of indigent persons in this state; and

WHEREAS, O.C.G.A. § 17-12-23 (c)(4), which was effective January 1, 2005, provides as follows:

Neither the circuit public defender nor any personnel compensated by the state pursuant to the provisions of this article shall be reimbursed from state funds for any expenses for which the person has been reimbursed from funds other than state funds;

provided, however, that the governing authority of the county or counties comprising the judicial circuit are authorized to provide travel advances or to reimburse expenses that may be incurred by the person in the performance of his or her official duties to the extent the expenses are not reimbursed by the state as provided in this Code section; and

WHEREAS, O.C.G.A. § 17-12-34, which was effective January 1, 2005, 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 I of Chapter 81 of Title 36; and

WHEREAS, O.C.G.A. § 17-12-35, which was effective January 1, 2005, 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 Georgia Public Defender Standards Council in a letter dated March 5, 2004 has informed the Association County Commissioners of Georgia as follows:

"If through calendar year 2005 counties continue to fund indigent defense, at a minimum, at the level of its most recent budgeted level of funding (fiscal year 2004 or fiscal year 2005 planned budget if that budget has already been developed) for indigent defense and if as part of this support each county provides the space, equipment and operating expenses necessary to effectively operate the circuit public defender office beginning on January 1, 2005, the Standards Council's standards for case load and staffing adopted pursuant to O.C.G.A. § 17-12-8 will become effective on January 1, 2006," and

WHEREAS, the Counties are body politic, existing and operating under the laws and Constitution of the State of Georgia with full power to enter into contracts and agreements with other political entities; and

WHEREAS, the Public Defender Office is existing under the laws of the State of Georgia and operating under the laws and Constitution of the State of Georgia with full power to enter into contracts and agreements with other entities; and

WHEREAS, it is the intent of the parties to this agreement to provide for the operation of an

indigent defense system to assure that adequate and effective legal representation is provided, independent of political consideration 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 counties;
- (2) The payment to the Public Defender office by the counties for additional assistant circuit public defenders and administrative assistants;
- (3) The payment by the Counties of their pro rata shares of the costs of the 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; and
- (5) 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 (\$10.00) and other good and valuable consideration, **IT IS AGREED AS FOLLOWS:**

ARTICLE 1

STATUTORY AND ADDITIONAL PERSONNEL

Section 1.01 Statutory Staffing. The Public Defender Office agrees to provide for the Northern Judicial Circuit full time staff for a circuit public defender office 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 agrees to provide representation to indigent defendants in the following cases:

- (1) Misdemeanor and felony cases prosecuted in the superior courts of the Counties under the laws of the State of Georgia in which there is a possibility that a sentence of imprisonment or probation or suspension of sentence of imprisonment may be adjudged;
- (2) Hearings in the superior courts of the Counties on a revocation of probation;
- (3) Cases prosecuted in the juvenile courts of the Counties in which a child may face a disposition in a delinquency case of confinement, commitment, or probation; and
- (4) Direct appeals from a decision in cases described in (1), (2) and (3) above.

Section 1.03 Conflicts. The Public Defender Office agrees to provide for legal representation by an attorney who is not an employee of the Public Defender Office in cases described in Section 1.02 in which the Public Defender Office has a conflict of interest.

ARTICLE 2

ADDITIONAL ASSISTANT PUBLIC DEFENDERS AND ADMINISTRATIVE ASSISTANTS

Section 2.01 Additional Employees. The Counties agree to pay to the Public Defender Office the amount provided in Attachment A for the additional personnel listed in Attachment A. The Counties agree to the terms for payment provided in Attachment A. Attachment A is incorporated into this agreement by reference. The amount to be paid includes a 4% administrative fee. The 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 benefits of such appointed state employees as provided by law. The additional personnel employed by the Public Defender Office pursuant to this Section serve at the pleasure of the circuit public defender of the Northern Judicial Circuit. The parties agree that the employment of additional personnel employed by the Public Defender Office if the Counties do not pay for the cost of these personnel in advance in accordance with this agreement. The obligations herein are included in the total payments from Counties of \$444,00.00 as set forth in Attachment A, and this section shall not be construed to impose any obligation on Counties in excess of or addition to that set forth in Attachment A.

ARTICLE 3

PROVISION BY THE COUNTIES OF THEIR PRO RATA SHARE OF THE COSTS OF APPROPRIATE OFFICES, UTILITIES, TELEPHONE EXPENSES, MATERIALS, AND SUPPLIES AS MAY BE NECESSARY TO EQUIP, MAINTAIN, AND FURNISH THE OFFICE OR OFFICES OF THE CIRCUIT PUBLIC DEFENDER.

Section 3.01 Office Expenses. The Counties agree to pay their share of the budget provided in Attachment A, which is the budget for appropriate and necessary offices, utilities, telephone expenses, materials, and supplies to equip, maintain, and furnish the office or offices of the Public Defender Office. Attachment A is incorporated into this agreement by reference. The obligations herein are included in the total of payments from the Counties of \$75,500.00 as set forth in Attachment A, and this section shall not be construed to impose any obligation on Counties in excess of or addition to that set forth in Attachment A.

ARTICLE 4

TRAVEL AND REIMBURSEMENT OF EXPENSES

Section 4.01 Travel and Expense Reimbursement. The Counties agree to provide travel advances and to reimburse expenses which may be incurred in the performance of the employee's official duties under this agreement by an employee of the Public Defender Office to the extent that the expenses are not reimbursed by the state and to the extent the expenses are authorized by the circuit public defender and the Counties. The Counties shall provide the Public Defender Office with the information concerning the travel advances and expense reimbursements required by the State Auditor.

ARTICLE 5

(RESERVED)

ARTICLE 6

MISCELLANEOUS

Section 6.01 Term. The term of this agreement is 12 months beginning July 1, 2023 and ending June 30, 2024.

Section 6.02 Maintenance of Effort. The Counties agree that they will continue to fund indigent defense for the term of this agreement in the amount set forth below, 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 beginning July 1, 2023.

Section 6.03 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 6.04 Cooperation, Dispute Resolution and Jurisdiction.

- (a) The Public Defender Office and the Counties collectively and individually acknowledge that they are engaging in a new venture and 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, shall be governed by, and subject to an interpreted in accordance with the laws of the State of Georgia. The parties acknowledge and agree that by law, the exclusive jurisdiction for contact actions against the state, departments and agencies of the state, and state authorities is the Superior County of Fulton County, Georgia. The Parties further acknowledge that Superior Court of Fulton Superior Court has a Court Sponsored Mediation Program which the parties agree to fully participate in should the need arise.

Section 6.05 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, Amanda M. Grantham

461 Cook Street, Suite J, Royston, Georgia 30662

Elbert County (c/o its County Attorney)

Bill Daughtry, Attorney at Law, LLC, Post Office Box, 6267, Elberton, Georgia, 30635

Franklin County (c/o its County Attorney)

Bubba Samuels, The Samuels Law Firm, 50 South Alexander Street, Suite B, Buford, Georgia 30518

Hart County (c/o its County Attorney)

Walter J. Gordon, The Gordon Law Firm, Post Office Box 870, Hartwell, Georgia 30643

Madison County (c/o its County Attorney)

Michael Pruett, Hall, Booth, Smith, PC., 440 College Avenue, Suite 120, Athens, Georgia, 30601

Oglethorpe County (c/o its County Attorney)

Chris Atkinson, Atkinson/Ferguson, LLC, 118 Court Street Monroe, Georgia 30655

Section 6.06 Agreement Modification. This including all Attachments hereto, constitutes an agreement between the parties with respect to the entire subject of the 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 6.05 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.

Section 6.07 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 Counties accordingly. An adjustment may be an agreement amendment or may be termination of the agreement. The certification by the director of the Georgia Public Defender Council of the occurrence of reduction in the State funds is conclusive. The certification by the person designated in Section 6.05 for the receipt of notice for each of the Counties of the occurrence of the reduction in county funds is conclusive. The Counties agree to promptly notify the Public Defender Office in writing of the non-existence or insufficiency of funds and the date of termination. The Public Defender Office may then immediately cease providing the services required hereunder except for any necessary winding down and transition services required under Section 6.08. In lieu of terminating this agreement, the Counties and the Public Defender Office may make financial and other adjustments to this agreement by amending it pursuant to Section 6.06.

(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 Counties no later than 30 days after the effective date of written notice of termination and the Counties shall pay the amount due within 15 days of 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 termination, except as required under Section 6.08. The above remedies contained in this subsection are in addition to any other remedies provided by law or the terms of this agreement.

(a) For Convenience. The 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.

- (b) Post-Termination Obligations.** After termination of this Section, the Public Defender Office and the Counties agree to comply with the provisions of Section 6.08(b).

Section 6.08 Cooperation in Transition of Services.

- (a) At the Beginning of the Agreement.** The Counties agree 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. 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 of the State Bar of Georgia's 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 suspension, termination, or expiration of this agreement, in whole or in part, for any reason to cooperate as requested by the Counties to effectuate the smooth and reasonable transition of services for existing clients. This includes but is not limited to the continuation of representation by the 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 Counties of the client records. The Counties shall compensate the Public Defender for all post-suspension, post-termination, or post-expiration services under this subsection. The Public Defender Office shall submit a monthly expenditure report containing all charges incurred during the preceding month on or before the 5th day of each month. The Counties shall pay the amount due within 15 days of the receipt of the monthly expenditure report. This subsection survives suspension, termination, or expiration of the agreement.
- (c) Statutory Responsibility Continuation.** The Public Defender Office and the Counties acknowledge that both parties have responsibilities under the Indigent Defense Act of 2003 and the suspension, termination, or expiration of this agreement does not relieve responsibility under the law.

Section 6.09 Advance of Funds. The parties agree that advances of funds cannot remain outstanding following agreement expiration and will be reclaimed. The parties agree that upon termination of this agreement all unexpended and unobligated funds held by the parties revert back to the parties entitled to those funds within 30 days of termination of this agreement. **Section 6.10 Time.** Time is of the essence.

**INDIGENT DEFENSE AGREEMENT AMONG THE CIRCUIT PUBLIC DEFENDER OFFICE OF THE
NORTHERN JUDICIAL CIRCUIT AND THE GOVERNING AUTHORITIES OF ELBERT, FRANKLIN,
HART, MADISON, AND OGLETHORPE COUNTIES**

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

ATTEST:

ELBERT COUNTY

ATTEST:

FRANKLIN COUNTY

ATTEST:

HART COUNTY

ATTEST:

MADISON COUNTY

ATTEST:

OGLETHORPE COUNTY

ATTEST:

OFFICE OF THE PUBLIC DEFENDER

ATTEST: CONSENTED TO:

GEORGIA PUBLIC DEFENDER COUNCIL

ATTACHMENT A

AMENDED FY 2024 INDIGENT DEFENSE PROPOSED BUDGET

The Counties agree to fund the Northern Circuit Public Defender's Office in the amount of \$519,500.00 for the 12 months from July 1, 2023 through June 30, 2024, as follows:

Elbert County	\$ 70,630.50
Franklin County	\$135,282.00
Hart County	\$115,120.50
Madison County	\$121,750.00
Oglethorpe County	\$ 67,000.00

The Counties agree to pay the above amounts into the Public Defender's account maintained by the Elbert County Clerk in 12 equal monthly installments as follows, due and payable the first of each month, beginning July 1, 2023

Of the above funds, the Counties agree that \$444,000.00 will go toward funding the salaries, benefits and administrative fees for three attorneys, one administrative assistant, and one investigator for the period from July 1, 2023 through June 30, 2024. Of the \$444,00.00, \$67,000.00 is local payroll to adequately staff and run an efficient office to carry out the statutory mandate of the Indigent Defense Act.

Elbert County will administer the budget, and therefore will submit these funds in monthly payments of \$31,420.00 to the Georgia Public Defender Council (GPDC). Installments are due to GPDC on the 15th of the preceding month beginning June 15, 2023. Installments will be paid directly to GPDC. The Public Defender's Office agrees to use these funds for the purpose of paying the salary and benefits for state contracted county reimbursed employees (three attorneys and one administrative assistant). These employees provide representation to indigent defendants in the Superior Courts and Juvenile delinquency and dependency proceedings in accordance with Georgia Public Defender Council's standards.

They will also provide representation to indigent defendants in the courts listed below in accordance with the following additional services provisions:

Definition. For the purposes of this agreement and this attachment the term "additional services" means services provided by the Public Defender's Office in addition to those services that the Public Defender's Office is required by the law to provide.

Additional Services. The Public Defender's Office agrees to provide and the Counties agree 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 4% administrative fee. Any additional personnel employed by the Public Defender's Office pursuant to this attachment are full-time stat 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's Office agrees to provide the additional services provided for in this statement in a professional manner consistent with the standards adopted by Georgia Public Defender Council. In the event the Public Defender's Office's caseload reaches a size that prevents the Public Defender's Office from providing the additional services in a manner which meets the Council's standards, the Public Defender's Office may give the Counties 30 days written notice of its intent to suspend taking new additional service cases pursuant to this attachment. The Provisions of Section 6.08 shall apply during the period of the suspension. The Public Defender's Office shall give the Counties 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 5th calendar day after the Counties receive notice from the Public Defender's Office of its intent to lift the suspension, the Counties may elect to terminate its obligations under this attachment by giving the Public Defender's Office written notice thereof; in which event the parties obligations under this attachment immediately terminate subject to the provisions of Section 6.08.

Additional Services. The Public Defender's Office agrees to provide the Counties' legal representation in the courts and areas listed below:

- (a) Juvenile Court of Elbert County. Representation of parents and/or children in child dependency cases.
- (b) Juvenile Court of Franklin County. Representation of parents and/or children in child dependency cases.
- (c) Juvenile Court of Hart County. Representation of parents and/or children in child dependency cases.
- (d) Juvenile Court of Madison County. Representation of parents and/or children in child dependency cases.
- (e) Juvenile Court of Oglethorpe County. Representation of parents and/or children in child dependency cases.

The Counties agree to pay the costs of providing legal representation by an attorney who is not an employee of the Public Defender's Office in Juvenile Court Dependency Proceedings where the Circuit Public Defender determines that there may be a conflict of interest in these cases.

Operating Expenses. Operating expenses of the Public Defender's Office are the responsibility of all counties. The proposed total operating expenses for the Public Defender's Office for Fiscal Year 2024 is \$75,500.00. Each counties' contribution to the daily operation of the Public

Defender’s Office is based on their portion of the population.

Operating Expenses – Percentage of Population

Madison County – 29,218 (26%)	\$19,630.00
Hart County - 25,773 (23.1%)	\$17,440.50
Franklin County – 22,766 (20.4%)	\$ 15,402.00
Elbert County – 19,166 (17.1%)	\$12,910.50
Oglethorpe County – 14,931 (13.4%)	\$10,117.00
POPULATION TOTAL – 111,854	\$75,500.00



Terrell Partain,
County Administrator
May 19, 2023

RE: Item 13 B Tax Commissioner's Request for Additional Position

Attached is a request from Tax Commissioner Karen Martin for the addition of a position in her office. The paygrade for a Tax/tag clerk is Grade 11, The Salary for this position, at present pay rate would be \$30,305.00 plus FICA and insurance.



Hart County Tax Commissioner
Karen Martin

165 W. Franklin St. ~ P.O. Box 748 ~ Hartwell, GA

706-376-3944 Office 706-376-6009 Fax

kmartin@hartcountyga.gov

May 18, 2023

Marshal Sayer
Joey Dorsey
Michael Bennett
Frankie Teasley
Jeff Brown

Dear Commissioners:

It is my desire to streamline the Tax Commissioner's Office into a more effective and efficient manner in an attempt to avoid any delays and/or long waiting lines.

We see constant growth daily and anticipate 2023 and 2024 to feature a huge climb with citizens and their families relocating to the Hart County Area.

To achieve a better working relationship between this office and the public, there is a strong need for an additional employee.

It is hopeful this added clerk can be hired soon in anticipation to train and complete any needed education requirements. Also, this employee will be planned to start out at entry level pay, a 40 hour a week pay period, with benefits to be paid per the hiring procedure's policy. Should an experienced employee apply, the pay scale may need to be negotiated between the offices.

Please review my request and let me know if you have any questions, concerns, or need additional information. See attached reports.

Respectfully submitted,

Karen M. Martin

Tax Commissioner

Hart County, Georgia

[< Home](#)

Registration Statistics

As of May 17, 2023, there are 37558 registered vehicles in Hart. 29 of these vehicles are electric.

County

Hart



Search

Search All Count

18697 Passenger Vehicles

10104 Trucks

7808 Trailers

876 Motorcycles

72 Buses

1 Other

Passenger Vehicles:

Ambulance, Convertible, Coupe, Hearse, Jeep, Limousine, Mixer, Motor Home, Multi-Purpose Vehicle, Roadster, Station Wagon, Touring Car, Van, 2 Door, 3 Door, 4 Door

Trucks:

Truck Tractor, Truck, Wrecker

Trailers:

Boat Trailer, Camper, Cattle/Horse Trailer, Trailer, Travel Trailer, Utility Trailer

Others:

Special Mobile Equipment, Vehicle Body Style recorded incorrectly or Vehicle Body Style registered in error.

2023

1/1/23 - 5/15/23

Service Type	Total Service Count
Add/Change TAVT District	32
Annual Ad Valorem Payment	9
Change Ownership Address	670
Change Registration Expiration Date	19
County Fee Remittance	5
County TAVT Remittance	40
Credit Transfer Activity	7
Duplicate Receipt	50
Duplicate Registration	105
Historical Plate Registration	2
Insurance Payments	162
IRP Registration	5
Issue Disabled Placard - Individual	258
Issue T-Serial Plate	52
New Title/Registration	2308
Over/Under Adjustment	10
Registration Cancellation	770
Registration Renewal	12576
Registration Uncancellation	36
Reissue Unclaimed Items	5
Reissue Unclaimed Title	42
Revise Title	477
Stand Alone Sales Tax Payment	2
TAVT Adjustment / Appeal	9
TAVT Standalone	6
Title Cancellation	38
Title Only	21
TOP Issuance	15
Unclaimed Titles	5
Vehicle Registration Only	471
Vehicle Replace Exchange	580
	18787

698 Transactions more than 2022

2022

Jan 1, 2022 — May 15, 2022

Service Type	Total Service Count
Add/Change TAVT District	21
Annual Ad Valorem Payment	11
Change Ownership Address	679
Change Registration Expiration Date	27
County Fee Remittance	5
County TAVT Remittance	33
Credit Transfer Activity	1
Duplicate Receipt	12
Duplicate Registration	78
Historical Plate Cancellation	1
Historical Plate Registration	6
Insurance Payments	148
IRP Registration	3
Issue Disabled Placard - Individual	238
Issue T-Serial Plate	44
New Title/Registration	2317
Over/Under Adjustment	8
Registration Cancellation	797
Registration Renewal	12054
Registration Uncancellation	41
Reissue Unclaimed Items	10
Reissue Unclaimed Title	43
Revise Title	471
TAVT Adjustment / Appeal	5
TAVT Standalone	14
Title Cancellation	24
Title Only	24
TOP Issuance	7
Unclaimed Titles	5
Vehicle Registration Only	518
Vehicle Replace Exchange	444
	18089



Terrell Partain,
County Administrator
May 19, 2023

RE: Item 13 C HCW&S Authority SPLOST VI Discussion

Pat Goran, HCW&S Director has requested that he and the Authority Board be scheduled to have a discussion with the Board on possible funding in a SPLOST VI referendum..