

**STATE OF GEORGIA
PROSECUTING ATTORNEYS' COUNCIL OF GEORGIA
STATE PAID COUNTY REIMBURSED PERSONNEL (SPCR) CONTRACT
FOR A COUNTY GOVERNING AUTHORITY**

1. GENERAL CONTRACT PROVISIONS:

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

District Attorney for the Ocmulgee Judicial Circuit
P. O. Box 1209
Gray, Georgia 31032

legally empowered to contract pursuant to the laws of the State of Georgia, and hereinafter referred to as the CONTRACTOR.

(b) This contract is deemed to be made under and shall be construed and enforced in every respect according to the laws of the State of Georgia. Any lawsuit or other action based on a claim arising from this Contract shall be brought in a court or other forum of competent jurisdiction within Clayton County, State of Georgia.

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

2. PERIOD OF CONTRACT:

This contract is effective as of the 1st day of July, 2021, and shall terminate on the 30th day of June, 2022, unless terminated earlier under other provisions of this contract.

3. COUNCIL AND CONTRACTOR CONTACT INFORMATION:

- (a) Mailing Addresses:

County Contract Page 1 of 13 The mailing addresses, telephone numbers, and contact persons listed below for the COUNCIL and the CONTRACTOR may be changed during the term of this contract by written notification to the other party by the COUNCIL's division or office representatives or by the CONTRACTOR.

(1) The COUNCIL's mailing address, email address and telephone number for correspondence, reports, and other matters relative to this contract, except as otherwise indicated, are: Prosecuting Attorneys' Council of Georgia Attn: Latoria J. Smith 1590 Adamson Parkway, Fourth Floor Morrow, Georgia 30260-1755 Telephone No: (770) 282-6364 Email: ljsmith@pacga.org

(2) The **CONTRACTOR'S** mailing address, email address and telephone number for correspondence, reports, and other matters relative to this contract are: **Office of the District Attorney -Ocmulgee Judicial Circuit** Attention: T. Wright Barksdale III

P. 0. Box 1209 Gray, Georgia 31032 Telephone No.: (478) 986-3166 Email: wbarksdale@pacga.org

4. **SCOPE OF SERVICES:**

- (a) WHEREAS, O.C.G.A. § 15-18-20.1 authorizes "the governing authority of any county or municipality within the judicial circuit which provides additional personnel for the office of district attorney may contract with the Prosecuting Attorneys' Council of the State of Georgia to provide such additional personnel in the same manner as is provided for state paid personnel in this article. Any such personnel shall be considered state employees and shall be entitled to the same fringe benefits as other state paid personnel employed by the district attorney pursuant to this article. The governing authority of such county or municipality shall transfer to the COUNCIL such funds as may be necessary to cover the compensation, benefits, travel, and other expenses for such personnel;" and

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(b) WHEREAS, the governing authority of **Baldwin County**, with the consent of the District Attorney for the **Ocmulgee Judicial Circuit** wish to provide additional personnel for the office of district attorney of said judicial circuit as provided in O.C.G.A. § 15-18-20.1; and

(c) Whereas, the governing authority of said counties have, by appropriate resolution, copies of which are annexed hereto and incorporated herein by reference as fully **Tt** forth, authorized the District Attorney for the **Ocmulgee Judicial Circuit** to enter into this contract on behalf of said county as provided in O.C.G.A. § 15-18-20.1.

(d) NOW THEREFORE, in consideration of the mutual covenants herein set forth, it is agreed by and between the parties hereto as follows:

(1) **The COUNCIL** agrees to:

(A) Prepare an annual budget, which identifies the anticipated personal services for such personnel in the judicial circuit. Such budget is attached hereto as **Annex A** and is made a part of this agreement by reference.

(B) Pay the personal services and such other expenses related to such personnel identified in Annex A of this contract under the provisions of O.C.G.A. § 15-18-20.1 from funds provided by the **CONTRACTOR** in accordance with provisions of this contract.

(2) The **CONTRACTOR** agrees to:

(A) Accept the monthly invoice and when verified as correct, pay the invoice in full. If the

expenditure report is not correct, the COUNCIL shall be notified within ten (10) days of the date of the invoice.

(B) Pay to the COUNCIL an administrative fee in an amount set forth in the attached budget (Annex A). The administrative fee will be calculated at one percent (1.0%) of the actual costs incurred by the COUNCIL under this Contract. The amount of the administrative fee shall be included in the monthly bill and paid to the COUNCIL as set forth in this Contract.

(3) ♦ All notices, invoices, bills or other documents referred to in this contract shall be sent by e-mail.

5. PAYMENTS TO THE COUNCIL:

(a) The approved contract budget for the period of this contract is **\$208,758.04**.

(b) The COUNCIL will submit a monthly invoice for the costs associated with this contract not more than 10 days after the last day of the prior month. Any additional costs, above or beyond those associated with the normal monthly payroll, i.e., annual leave payouts,

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CONTRACTOR for
the following month or when identified.

(c) The CONTRACTOR will pay the COUNCIL the amount specified in the monthly invoice each month regardless of the local sources of funding available to the CONTRACTOR. Payments must be made upon receipt. Payments are considered late if they have not been received by the COUNCIL by the last day of the month that the invoice is dated. Payments may be made by check or electronic funds transfer.

(d) If the CONTRACTOR fails to pay the amount due for the payroll period, CONTRACTOR agrees that the COUNCIL may:

(1) Use any other funds, other than state appropriated funds, that may be available to the Council for the operations of the district attorney's office within such judicial circuit or which may be payable to such district attorney's office;

(2) Require that future payments be made by wire or electronic funds transfer, at Contractor's expense;

(3) Take any such action as may be necessary to enforce the contract; or

(4) Terminate the contract.

6. ♦ BUDGET LIMITATION:

(a) The CONTRACTOR will notify the COUNCIL in writing promptly whenever the amount of authorized funds is expected to exceed needs by more than \$5,000.00 or five percent (5.0%), whichever is greater. In such cases, the COUNCIL holds the option of making appropriate budget revisions and amending the contract as necessary to improve overall fund utilization.

(b) If requested by the CONTRACTOR, the COUNCIL will provide a revised budget to the CONTRACTOR.

CONFIDENTIALITY OF INDIVIDUAL INFORMATION:

The CONTRACTOR agrees to abide by all state and federal laws, rules and regulations, and the COUNCIL policy on respecting confidentiality of an individual's records. CONTRACTOR further agrees not to divulge any information concerning any individual to any unauthorized person without the written consent of the individual employee, consumer/customer/client, or responsible parent or guardian.

8. CONFLICT OF INTEREST:

The CONTRACTOR and the COUNCIL certify that the provisions of O.C.G.A. § 45-10-20 through 45-10-28, as amended, which prohibit and regulate certain transactions between certain state officials or employees and the State of Georgia, have not been violated and will not be violated in any respect.

9. CONTRACT MODIFICATION/ALTERATION:

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(a) No modification or alteration of this agreement will be valid or effective unless such modification is made in writing and signed by both parties. Such modification shall be affixed to this contract as an amendment indicating the contract number involved, the original contracting parties and the original effective date of the contract and the paragraph(s) being modified or superseded, except as stated in sub-paragraph (b) immediately below.

(b) In the event the sources of payment for services under this contract from the governing authority to the CONTRACTOR, or (appropriations made to the COUNCIL by the General Assembly of the State of Georgia) are reduced during the term of this contract, the COUNCIL has the absolute right to make financial and other adjustments to this contract and to notify the CONTRACTOR accordingly. Such adjustment(s) may require a contract amendment including, but not limited to, a termination of the contract.

10. SEVERABILITY:

Any section, subsection, paragraph, term, condition, provision or other part (hereinafter collectively referred to as "part") of this Contract 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 Contract, and the remainder of this Contract 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 Contract shall not affect any other part of this Contract, and the remainder of this Contract shall continue to be of full force and effect.

11. TERMINATION:

(a) Due to non-availability of funds. Notwithstanding any other provision of this contract, in the event the source of payment for services under this contract no longer exists or in the event the sum of all obligations of the COUNCIL incurred under this and all other contracts entered into for this program exceeds the balance of such contract sources, then this contract shall immediately terminate without further obligation of the COUNCIL as of that moment. The certification by the Executive Director of the COUNCIL of the occurrence of the event stated above shall be conclusive.

(b) Due to default or for cause. This contract may be terminated for cause, in whole or in part, at any time by the COUNCIL for failure of the CONTRACTOR to perform any of the provisions hereof. Should the COUNCIL exercise its right to terminate this contract under the provisions of this paragraph, the termination shall be accomplished in writing and specify the reason and termination date. Upon termination of this contract, the Contractor shall not incur any new obligations after the effective date of the termination and shall cancel all obligations. The above remedies are in addition to any other remedies provided by law or the terms of this contract.

(c) For Convenience. This contract may be cancelled or terminated by either of the parties without cause. This Contract may be terminated by the CONTRACTOR for any reason

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upon 60 days prior written notice to the COUNCIL. This Contract may be terminated by the COUNCIL for any reason upon 30 days prior written notice to the CONTRACTOR.

(d) Upon termination of the contract, CONTRACTOR shall remit full payment for any outstanding balances owed to the COUNCIL within 30 days of such contract termination.

12. **DRUG-FREE WORKPLACE:**

(a) ♦ CONTRACTOR hereby certifies that it will comply with the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.) and that:

- (1) A drug-free workplace will be provided for the CONTRACTOR's employees during the performance of this contract; and
- (2) CONTRACTOR may be suspended, terminated, or debarred if it is determined that:
 - (A) The CONTRACTOR has made false certification hereinabove; or
 - (B) The CONTRACTOR has violated such certification by failure to carry out the requirements of Official Code of Georgia Section 50-24-3.

(b) COUNCIL PERSONNEL REGULATIONS:

(1) CONTRACTOR shall perform its obligations hereunder in accordance with all applicable Federal, State, and local governmental laws and regulations now or hereafter in effect. CONTRACTOR and CONTRACTOR's personnel shall also comply with all applicable State and COUNCIL policies, procedures, and standards in effect during the performance of the Contract, including but not limited to COUNCIL policies and standards relating to personnel conduct, security, safety, confidentiality, and ethics. CONTRACTOR agrees that any failure by CONTRACTOR or CONTRACTOR's personnel to comply with any of the obligations of this Section may be treated by COUNCIL as a material breach of this Contract by CONTRACTOR.

(2) Except as provided in COUNCIL Policy 4.11 relating to State-Paid, County Reimbursed (SPCR) Personnel, incorporated herein by reference, personnel compensated pursuant to this agreement are subject to the Rules adopted by the COUNCIL pursuant to O.C.G.A. § 15-18-19(c).

(3) Personnel paid pursuant to this contract shall be entitled to annual, sick, and miscellaneous leave and administrative time on the same basis as other state paid personnel. In the event that any such employee dies, resigns or otherwise terminates employment during the term of the contract, such employee will be paid for any unused annual leave, up to a maximum of 360 hours as terminal leave pay. The CONTRACTOR agrees to pay the cost of such terminal leave upon receipt of an invoice from the COUNCIL.

(4) ♦ In the event that an employee who is paid pursuant to this contract retires as a vested employee with the State of Georgia during the term of this contract, CONTRACTOR shall pay the cost associated with forfeited and unused leave that such employee accrued during the term of this contract and any extensions thereto.

(c) NONDISCRIMINATION

(1) The CONTRACTOR agrees to comply with federal and state laws, rules and regulations, and the COUNCIL's policy relative to nondiscrimination in employment practices because of political affiliation, religion, race, color, sex, handicap, age, creed, veteran status or national origin. Nondiscrimination in employment practices is applicable to employees, applicants for employment, promotions, ♦ demotions, ♦ dismissal, ♦ and ♦ other ♦ elements ♦ affecting employment/employees.

(2) The CONTRACTOR agrees to comply with federal and state laws, rules and regulations, and the COUNCIL's policy relative to nondiscrimination in consumer/customer/client and consumer/customer/client service practices because of political affiliation, religion, race, color, sex, handicap, age, creed, veteran status or national origin. Neither shall any individual be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination under any program or activity conducted or supported by the COUNCIL.

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(d) ♦ The COUNCIL is an Equal Opportunity employer. A copy of the COUNCIL's Equal Employment Opportunity Utilization Report is available on the COUNCIL's website or upon request by the CONTRACTOR.

(e) COMPLIANCE WITH APPLICABLE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT: The CONTRACTOR agrees to comply with all applicable provisions of the

Americans with Disabilities Act (ADA) and any relevant federal and state laws, rules and regulations regarding employment practices toward individuals with disabilities and the availability/accessibility of programs, activities, or services for consumers/customers/clients with disabilities.

(f) **COMPLIANCE WITH THE GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT.** Contractor certifies that it will comply with O.C.G.A. § 13-10-91 relating to the verification of the status of newly hired employees as specified in Annex C, attached hereto and incorporated herein by reference.

(g) **LIMITATIONS ON PAY INCREASES IN LAST 12 MONTHS OF EMPLOYMENT PRIOR TO RETIREMENT...** CONTRACTOR acknowledges that that O.C.G.A. §§ 47-2-120,47-2-123,47-2-334,47-2-353 provides that any salary increase granted to a person subject to the provisions of this contract who is a member of the Employees Retirement System of Georgia (ERS) which is in excess of 5 percent over the 12 months immediately prior to such person's retirement date may result in the COUNCIL being charged the actuarial cost to the retirement system of any such increase. In such an event,

County Contract Page 7 of 13 CONTRACTOR agrees to pay the cost of any such actuarial cost as determined by ERS..

(h) **WORKERS COMPENSATION.** The Contractor agrees to comply with State laws regarding Workers Compensation and to reimburse the Council for any costs resulting from a Workers Compensation award not otherwise provided for in the budget.

13. ENTIRE UNDERSTANDING:

This contract, together with the annexes and all other documents incorporated by reference, represents the complete and final understanding of the parties to this contract. No other understanding, oral or written regarding the subject matter of this contract, may be deemed to exist or to bind the parties at the time of execution.

14. CONTRACT ANNEX INCLUSION:

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

Annex A ♦ Contract Budget.

Annex B ♦ Resolution(s) authorizing the District Attorney to contact on behalf of the counties comprising the Judicial Circuit and Resolution(s) approving the contract to provide such additional personnel to the District Attorney in accordance with O.C.G.A. § 15-18-20.1 and approving the expenditure of funds for such purpose.

Annex C ♦ Contractor Affidavit for compliance with the Georgia Security and Immigration Compliance Act under O.C.G.A. § 13-10-91(b)(1).

15. OPEN RECORDS ACT: this contract is subject to the provisions of the Georgia Open Records Act.

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



CONTRACTOR EXECUTION: COUNCIL EXECUTION:

Signature Signature


**Date signed by CONTRACTOR **Date signed by Council


*The Honorable T. Wright Barksdale III Peter J. Skandalakis District Attorney,
Ocmulgee Judicial Circuit Executive Director
P. O. Box 1209 Prosecuting Attorneys' Council of Georgia Gray, Georgia 31032 1590 Adamson
Parkway, Fourth Floor
(478) 986-3166 Morrow, Georgia 30260-1755

*Written authority may be required as an attachment which proves that the signer has the authority to sign for the CONTRACTOR .

**Must be a date equal to or earlier than the effective date of the contract as specified in paragraph #2 of this contract.

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Attach Annex A  Contract Budget
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Attach Annex B  Resolution(s) authorizing the District Attorney to contact on behalf of the counties comprising the Judicial Circuit or Resolution(s) approving the contract to provide such additional personnel to the District Attorney in accordance with O.C.G.A. § 15-18-20.1 and approving the expenditure of funds for such purpose.

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Annex C Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

The undersigned Contractor executes this Affidavit to comply with O.C.G.A § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as B-Verify, or any subsequent replacement program;

- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10- 91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

INSM 11-16-OoLq

Federal Work Authorization User Identification Number Date of Authorization

oJW o. 5PC-

Name of Contractor
bdt4J CoMj

Name of Project

Name of Public Employer

I hereby declare **under penalty of perjury that the foregoing is true and correct.**

?

Executed on , , 20 in (city), (state).

County Contract

Page 12 of 13 Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE DAY OF 20

NOTARY PUBLIC

My Commission Expires: