

STATE OF GEORGIA

MEMORANDUM OF AGREEMENT

This agreement is entered into between:

The Prosecuting Attorneys' Council of the State of Georgia (hereinafter "the Council), Board of Commissioners of Columbus Consolidated Government, Georgia (hereinafter "Columbus")

Sheneka J. Terry, Acting District Attorney, Chattahoochee Judicial Circuit

Whereas the Hon. Mark Jones was suspended pursuant to O.C.G.A. § 45-5-6 as District Attorney for the Chattahoochee Judicial Circuit effective October 4, 2021; and

Whereas, pursuant to the provisions of O.C.G.A. § 15-18-15(a), Sheneka J. Terry was designated in writing as the chief assistant district attorney by the said Mark Jones on January 1, 2021; and

Whereas, the said Sheneka J. Terry was at the time of his appointment as chief assistant district attorney a non-state paid assistant district attorney who had been appointed pursuant to O.C.G.A. § 15-18-20 and was a full-time employee of the Columbus Consolidated Government receiving all benefits and emoluments from the Columbus Consolidated Government; and

Whereas, pursuant to the provisions of O.C.G.A. § 15-18-16, Sheneka J. Terry became the acting district attorney for the Chattahoochee Judicial Circuit upon the suspension of the Hon. Mark Jones; and

Whereas, on November 15, 2021, Mark Jones resigned as District Attorney of the Chattahoochee Judicial Circuit; and

Whereas, the said O.C.G.A. § 15-18-16 provides that "[a]n assistant district attorney performing the duties of a deceased or resigned district attorney shall be compensated as provided for acting district attorneys in subsection (b) of Code Section 15-18-15;" and

Whereas, O.C.G.A. § 15-18-15(b) provides, in relevant part, that an acting district attorney "shall be compensated at the same rate as is authorized by general or local law for the district attorney. The acting district attorney shall retain such other benefits and emoluments as an assistant district attorney, including, but not limited to, membership in the Employees' Retirement System of Georgia and coverage under the State Employees Health Benefit Plan;" and

Whereas, the annual salary for a district attorney, payable from state funds is \$ 128,473.00, payable monthly; and

Whereas, in addition to the annual salary paid by the state, the District Attorney for the Chattahoochee Judicial Circuit is entitled to receive salary supplements from the county comprising the Chattahoochee Judicial Circuit as follows:

Columbus Consolidated Government:	\$16,896
Harris	\$14,768.88

Muscogee will pay the DA supplement to Sheneka since Mark has officially resigned. Any other supplements will be discontinued.

Whereas, Sheneka J. Terry is entitled to retain the benefits and emoluments she was entitled to as a Columbus Consolidated Government employee and has indicated that she desires to do so.

In order to effectuate the intent of the above cited Code sections, the parties have agreed as follows:

1. Each of the persons signing this agreement on behalf of the parties is authorized to sign this agreement on behalf the party they represent.
2. Columbus Consolidated Government will compensate Sheneka J. Terry at the annual rate of \$128,473.00 for the period of time that she holds the position of acting district attorney for the Columbus Consolidated Government which period began on October 4, 2021 and will continue as provided in Paragraph 5 of this agreement.
3. Columbus Consolidated Government will continue to provide Sheneka J. Terry with the benefits and emoluments she was entitled to as a county paid assistant district attorney;
4. The Council will reimburse Columbus Consolidated Government for the difference between Mrs. Terry's state DA salary of \$10,706.08 monthly and her current county ADA salary of \$6,317.89 monthly which will equal \$4,388.19 plus fringe benefits of \$394.94 (9% of \$4,388.19) for retirement contributions and \$335.69 (7.65% of \$4,388.19) for FICA contributions which totals \$5,118.82 monthly upon receipt of an invoice together with a copy of the pay stub for the previous pay period showing Mrs. Terry's wages for the completed month and the balance due from the Council.
5. This agreement shall remain in full force and effect until such time as the vacancy in the office of district attorney has been filled by appointment or election, as provided by law, and the new district attorney has been commissioned. At that time and subject to the provisions of O.C.G.A. §§ 15-18-15(a) and (b)(4), 15-18-20 and 15-18-21(b), Sheneka J. Terry's compensation, benefits and emoluments shall revert to what they were on the day prior to Mark Jones's suspension having become effective.

Given under our hand and seal, on the dates indicated.

FOR THE PROSECUTING ATTORNEYS' COUNCIL OF GEORGIA

Peter J. Skandalakis
Executive Director
Prosecuting Attorneys' Council of Georgia
1590 Adamson Parkway, 4th Floor
Morrow, GA 30260
pskandalakis@pacga.org

Date: _____

FOR COLUMBUS CONSOLIDATED GOVERNMENT:

Email: _____

Date: _____

FOR HARRIS:

Email: _____

Date: _____

FOR THE ACTING DISTRICT ATTORNEY:

Sheneka J. Terry
Acting District Attorney
Chattahoochee Judicial Circuit

Email: _____

Date: _____