

**INDIGENT DEFENSE AGREEMENT
AMONG THE CIRCUIT PUBLIC DEFENDER OFFICE OF THE AUGUSTA
JUDICIAL CIRCUIT AND THE GOVERNING AUTHORITIES OF BURKE,
COLUMBIA, AND AUGUSTA-RICHMOND COUNTIES**

april THIS AGREEMENT is entered into this 17 day of ~~December~~, 2006, among the Circuit Public Defender Office of the Augusta Judicial Circuit (herein referred to as "the Public Defender Office"), the governing authority of Burke County, a body politic and a subdivision of the State of Georgia (herein referred to as "Burke County"), the governing authority of Columbia County, a body politic and a subdivision of the State of Georgia (herein referred to as "Columbia County"), and the governing authority of Augusta-Richmond County, a body politic and a subdivision of the State of Georgia (herein referred to as "Augusta-Richmond County"). Burke, Columbia, and Augusta-Richmond Counties are herein referred to collectively as "the Counties." This agreement is effective January 1, 2007, except as provided in Section 6.10.

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 is 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. § 17-12-25 (b), which is effective

January 1, 2005, 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. § 17-12-26 (c) (4), which is 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 which 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. § 17-12-30 (c) (6), which is effective January 1, 2005, 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. § 17-12-31, which is effective January 1, 2005, provides in subsections (a) and (b) the following:

(a) The circuit public defender in each judicial circuit may employ additional assistant circuit public defenders, deputy circuit public defenders, or other attorneys, investigators, paraprofessionals, clerical assistants, and other employees or independent contractors as may be

provided for by local law or as may be authorized by the governing authority of the county or counties comprising the judicial circuit. The circuit public defender shall define the duties and fix the title of any attorney or other employee of the office of the circuit public defender.

(b) Personnel employed by the circuit public defender pursuant to this Code section shall serve at the pleasure of the circuit public defender and shall be compensated by the county or counties comprising the judicial circuit, the manner and amount of compensation to be paid to be fixed either by local Act or by the circuit public defender with the approval of the county or counties comprising the judicial circuit.

WHEREAS, O.C.G.A. § 17-12-34, which is 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 1 of Chapter 81 of Title 36; and

WHEREAS, O.C.G.A. § 17-12-35, which is 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. Section 17-12-8 will become effective on January 1, 2006;" and

WHEREAS, the Counties are bodies 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 Standards 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, investigators administrative assistants and intake staff pro rata on the basis of caseload;
- (3) The provision by the Counties of additional county paid staff;

(4) The payment by the Counties of their pro rata share on the basis of population 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;

(5) Travel advances and reimbursement of expenses on the basis of population;

(6) Salary supplements on the basis of caseload; and

(7) 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 AND ADDITIONAL PERSONNEL

Section 1.01 Statutory Staffing. The Public Defender Office agrees to provide for the Augusta 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 2 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 including certain deprivation matters; and

(4) Direct appeals from a decision in cases described in (1), (2) and (3) above.

Subject to the use of county paid employees and independent contractors as provided for in paragraph 2.02 and as shown in Attachment A.

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 state paid employees. The Counties agree to pay to the Public Defender Office the amount provided in Attachment A to pay for the additional state paid 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 5% administrative fee on salaries paid to state paid personnel. The additional personnel employed by the Public Defender Office as full-time state paid employees of the Public Defender Office are 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 Augusta

Judicial Circuit. 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 Counties do not pay for the cost of these personnel in advance in accordance with this agreement.

2.02 Additional county paid staff. The Counties agree to provide to the Public Defender Office the county paid staff listed in Attachment A. These staff members are county employees. As provided in Attachment A, one of the Counties is the employer for each of the county employees, for all purposes, including, without limitation, compensation and employee benefits, but the employees are under the supervision of the circuit public defender. The circuit public defender shall define the duties and fix the title of these county employees. The additional personnel employed by the Public Defender Office pursuant to this Section serve at the pleasure of the Circuit Public Defender of the Augusta Judicial Circuit. In the event that a county employee listed in Attachment A leaves the employment of the county for any reason, whether voluntarily or involuntarily, the Public Defender Office is authorized to employ a person to replace the departed employee under the same terms and conditions as the departed employee (including salary) was employed, subject to the approval of the county involved, which approval shall not be unreasonably withheld.

2.03 Services provided by addition staff. Subject to the terms and conditions of Attachment A, the Public Defender Office agrees to use the additional staff provided by this Article in the courts and for the purposes described 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 pro rata share of the budget provided in Attachment B, shown as the budget for appropriate offices, utilities, telephone expenses, materials, supplies and other operating expenses to equip, maintain, and furnish the office or offices of the Public Defender Office. The Counties agree to the terms for payment provided in Attachment C. Attachments B and C are incorporated into this agreement by reference.

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 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

SALARY SUPPLEMENTS

Section 5.01 Salary supplements. The Counties agree to supplement the salaries of the state employees of the Public Defender Office listed in Attachment D in the amount indicated in Attachment D. Attachment D is incorporated in this agreement by reference. The salary supplement for these state employees is paid directly to the employee by the Counties and all payroll taxes and benefits associated with the salary supplement are paid by the Counties. The parties to this agreement agree that a state employee who receives a salary supplement pursuant to this Section is a state employee and is under the supervision of the circuit public defender and not of the Counties and that a state employee who receives a salary supplement pursuant to this Section is not a county employee. The Counties shall provide the Public Defender Office with the information

concerning the salary supplement required by the State Auditor.

ARTICLE 6

MISCELLANEOUS

Section 6.01 Term. The term of this agreement is 12 months beginning January 1, 2007 and ending December 31, 2007.

Section 6.02 Maintenance of effort. The Counties agree that they will continue to fund indigent defense for the term of this agreement, at a minimum, at the level of their most recent budgeted level of funding 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 beginning on January 1, 2007.

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 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 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 Office of the Augusta
Judicial Circuit:

Circuit Public Defender

Street
_____, GA, _____
City, Zip Code

Burke County:

Name

Street
_____, GA, _____
City, Zip Code

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 the termination of the agreement. The certification by the director of the Georgia Public Defender Standards Council of the occurrence of reduction in 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 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 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.

(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 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 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 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 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 the suspension, termination, or expiration of the agreement.

(c) Statutory responsibility continuation. The Public Defender Office and the Counties acknowledge that both have

responsibilities for indigent defense costs under the Georgia Indigent Defense Act of 2003, as amended and that the suspension, termination, or expiration of this agreement does not relieve either party of their 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 county funds held by the parties revert to the Counties. The parties agree to reconcile expenditures against advances of funds within 30 days of termination of this agreement.

Section 6.10 Implementation. The Counties and the Public Defender Office agree that although this agreement is effective January 1, 2005 the Counties and the Public Defender Office may agree to incur costs and expend funds necessary to prepare for and phase-in full implementation of this agreement on January 1, 2005. This Section is effective upon the execution of this agreement.

Section 6.11 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.

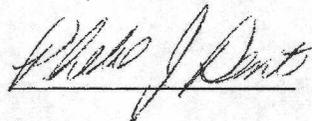
ATTEST:

Burke County

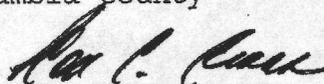
BY: _____
Signature

Title

ATTEST:

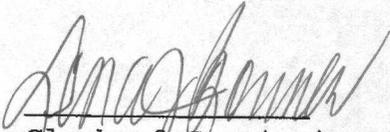


Columbia County

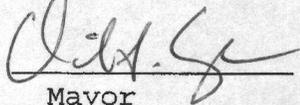
BY: 
Signature

Chairman
Title

ATTEST:


Clerk of Commission

Augusta-Richmond County

828 BY: 
Mayor

ATTEST:

Circuit Public
Defender Office
Augusta
Judicial Circuit

BY: _____
Signature
Circuit Public Defender

ATTEST:

Consented to:

Georgia Public
Defender Standards
Council

BY: _____
Signature
Director

Augusta Judicial Circuit

ATTACHMENT A

January 1, 2007 - December 31, 2007

(a) In accordance with paragraph 2.01 on a pro rata basis of caseload as shown on Attachment B, the Counties agree to pay the Public Defender Office \$1,431,915.18 in twelve (12) monthly installments. Installments are due within 15 days of receipt of invoice from the Georgia Public Defender Standards Council. The Public Defender Office agrees to use these funds for the purpose of paying the salary and benefits for the following positions or individuals to provide representation to indigent defendants in cases designated as a felony in superior courts and juvenile delinquency proceedings for the entire circuit where said juvenile proceedings are not otherwise provided for by the county employees herein after provided for: As shown on Attachment B, the Public Defender Office will provide eight (8) assistant public defenders, five (5) investigators, four (4) administrative assistants and (5) intake personnel plus a five (5) percent administrative fee.

The Counties agree to pay their share of the expenditures for the additional personnel, including the 5% administrative fee, to Augusta-Richmond County as the fiscal agent for all three counties according to the following pro rata division of total personnel expenditures according to caseload as shown on Attachment B:

<u>County</u>	<u>Personnel Expenditures</u>
Burke 8.83%	\$ 126,438.11
Columbia 16.13%	\$ 230,967.92
Augusta-Richmond 75.04%	<u>\$1,074,509.15</u>

TOTAL salaries, benefits and administrative fee: \$1,431,915.18

Augusta-Richmond County shall be responsible to timely remit said

monies to the Public Defender Standards Council on behalf of all three counties.

Payment for the salaries, benefits and administrative costs shall be made by the Counties in advance of the payment of the salaries by the Public Defender Office.

The Circuit Public Defender shall have the sole authority and discretion to use any monies in the budget allocated for the salaries of personnel to increase or decrease the salary of any one or more Assistant Public Defenders, Investigators, Administrative Assistants, Intake Staff or other individual or individuals on the basis of their level of education or experience even to the extent that the same may result in a reduction in the overall number of personnel provided however that the standards set by the Georgia Public Defender Standards Council are otherwise met and provided that the same is within the total monies allocated for personnel as shown in Attachment B.

These additional personnel will be regarded as State paid personnel as described in paragraph 2.01 and shall be in addition to those state funded personnel referred to in Attachment D of this agreement.

Operating Expenditures and Building Expenses as shown on Attachment B shall be paid by Augusta-Richmond County in accordance with existing Augusta-Richmond County procedures upon request by the Circuit Public Defender and shall be paid for pro rata by the counties on the basis of population as shown on Attachment B.

(b) In accordance with paragraph 2.02, and as shown on Attachment B-1, Augusta-Richmond County agrees to pay the Public Defender Office the sums of \$1,138,363.08 in twelve (12) monthly installments including a 5% administrative fee. Installments are due within 15 days of receipt of invoice from the Georgia Public Defender Standards Council. The Public Defender Office agrees to use these

funds for the purpose of paying the salary and benefits for the positions or individuals in the amounts indicated in Attachment B-1 for the operation of a section of the Public Defenders Office to provide representation for indigent defendants charged in criminal cases in the State Court of Richmond County where there is a possibility that a sentence of imprisonment or probation or suspension of sentence of imprisonment may be adjudged and at hearings on a revocation of probation.

The Circuit Public Defender shall have the sole authority and discretion to use any monies in the budget allocated for the salaries of personnel to increase or decrease the salary of any one or more Assistant Public Defenders, Investigators, Administrative Assistants, Intake Staff or other individual or individuals on the basis of their level of education or experience even to the extent that the same may result in a reduction in the overall number of personnel provided however that the standards set by the Georgia Public Defender Standards Council are otherwise met and provided that the same is within the total monies allocated for personnel as shown in Attachment B-1.

These additional personnel will be regarded as State paid personnel as described in paragraph 2.01 and will provide legal representation to indigent defendants in cases designated as a misdemeanor offense of ordinance violation in the State Court of Richmond County.

In the event that the services of any of the personnel designated in Attachment B-1 is needed in the Superior Court of Richmond County only, the Circuit Public Defender shall be authorized to use said personnel in said court provided that the needs of the State Court of Richmond County are otherwise met. Personnel shown on Attachment B-1 shall not be used in the Superior Court of any other county for any matter other than for the limited purpose of a probation revocation hearing arising out of the State Court of Richmond County criminal

offense.

Operating Expense as shown on Attachment B-1 shall be paid by Augusta-Richmond County in accordance with existing Augusta-Richmond County procedures upon request by the Circuit Public Defender.

(c) Pursuant to paragraph 2.02 the Counties also agree to pay to the Public Defender Office monies in the described amounts for county paid employees to provide for legal representation of indigents in criminal cases where there is a possibility that a sentence of imprisonment or probation or suspension of sentence of imprisonment may be adjudged or in certain deprivation matters as follows:

Burke County - State Court, Juvenile Court and Magistrate Court the sum of \$ 35,000.00.

Columbia County - Probate Court, Juvenile Court, Magistrate Court and Misdemeanors in Superior Court the sum of \$ 130,000.00

Augusta-Richmond County - Juvenile Court and Magistrate Court the sum of \$125,000.00.

The employees herein referenced in sub paragraph (c) shall be employees of the county wherein the service is provided, shall be paid at an hourly rate as set by the Georgia Public Defender Standards Council, the voucher for which shall be submitted to the Circuit Public Defender for approval and then sent directly to the respective county for payment directly to said employee. There shall not be a 5% administrative fee with respect to monies paid pursuant to sub paragraph (c) since these monies will not be paid through the Georgia Public Defender Standards Council.

(d) The county paid employees referred to in sub paragraphs (a) (b) and (c) above, provide legal representation to indigent defendants to the courts listed in sub paragraphs (a) (b) and (c) in accordance with the following additional services provisions:

Definition. For the purposes of this agreement and this attachment the terms "additional services" and "additional service" mean 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 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 5% administrative fee charged on the salary of state paid employees covered by this attachment except as provided in sub paragraph (c) above. 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 except as provided in sub paragraph (c) above.

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 Standards Council. In the event the Public Defender Office's caseload reaches a size that prevents the Public Defender Office from providing an additional service in a manner which meets the standards adopted by the Georgia Public Defender Standards Council, the Public Defender Office may give the County for which the Public Defender Office is providing the additional service 30 days written notice of its intent to suspend taking new cases as part of that service pursuant to this attachment. The provisions of Section 6.08 shall apply to the county for which the Public Defender Office is providing the additional service involved during the period of the suspension.

The Public Defender Office shall give the County for which the Public Defender Office is providing the additional service 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 County for which the Public Defender Office is providing the additional service 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 for the additional service involved immediately terminate subject to the provisions of Section 6.08.

It is agreed and understood that the additional county paid employees assist the Public Defender Office in carrying out its statutory and contractual duties, that the Public Defender Office is not delegating its statutory responsibilities to these county paid employees and that the Public Defender Office is using these personnel to carry out it responsibilities. The county paid employees are under the administrative supervision of the Public Defender Office. The Public Defender Office shall define the duties and responsibilities of these county paid employees and they serve at the pleasure of the Circuit Public Defender of the Augusta Judicial Circuit. The Counties agree that all county paid employees provided in this Attachment are subject to the minimum continuing education and training requirements as may be established by the Georgia Public Defender Standards Council.

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

ATTACHMENT B

2005	PERSONNEL EXP.	PCT.	OPERATING EXP.	PCT	TOTAL				
County		See *		See **					
BURKE	\$ 80,491.10	5.32	\$ 19,055.20	8	\$ 99,546.30				
COLUMBIA	\$ 200,140.02	13.23	\$ 69,075.10	29	\$ 269,215.12				
RICHMOND	\$ 1,232,383.93	81.45	\$ 150,059.70	63	\$ 1,382,443.63				
Totals	\$ 1,513,015.05	100	\$ 238,190.00	100	\$ 1,751,205.05				
*Based on Caseloads FY2003 felonies, revocations & appeals									
Burke	148	5.32%		8%					
Columbia	368	13.23%		29%					
Richmond	2266	81.45%		63%					
Totals	2782	100.00%		100%					
**Based on Population percentage									
Burke				8%					
Columbia				29%					
Richmond				63%					
Totals				100%					
2007	PERSONNEL EXP.	PCT.	OPERATING EXP.	PCT	TOTAL	CHANGE	Plus(Minus)	Paritime Attys	Total Cost
County		See *		See **					
BURKE	\$ 138,665.45	8.83	\$ 14,465.19	8	\$ 153,130.64	\$ 53,584.34	\$	\$ 35,000.00	\$ 188,130.64
COLUMBIA	\$ 253,303.93	16.13	\$ 52,436.32	29	\$ 305,740.25	\$ 36,525.13	\$	\$ 130,000.00	\$ 435,740.25
RICHMOND	\$ 1,178,420.78	75.04	\$ 113,913.38	63	\$ 1,292,334.16	\$ (90,109.47)	\$	\$ 125,000.00	\$ 1,417,334.16
Totals	\$ 1,570,390.16		\$ 180,814.89	100	\$ 1,751,205.05	\$ 0.00	\$	\$ 290,000.00	\$ 2,041,205.05
*Based on Caseloads FY2005 felonies, revocations & appeals									
Burke	307	8.83%		8%					
Columbia	561	16.13%		29%					
Richmond	2609	75.04%		63%					
Totals	3477	100.00		100%					
COMPARISON	TOTAL PERSONNEL	TOTAL OPER. EXP.	CHANGE						
+()	\$ 57,375.11	\$ (57,375.11)	\$						

2005 Budgeted	2007 Required	
Personnel Costs	\$ 1,267,807.47	\$ 1,363,728.74
Admin Fee	\$ 126,780.75	\$ 68,186.44
Total Personnel	\$ 1,394,588.22	\$ 1,431,915.18
Salary Suppl.	\$ 118,426.83	\$ 138,474.98
Operating Exp.	\$ 238,190.00	\$ 180,814.89
Total Loc.Funding	\$ 1,751,205.05	\$ 1,751,205.05

1 Staffing: 1 CPD, 7 APD's, 1 Inv. + 2 Adm.in. Assistants
 2 Staffing: 8 APD's, 5 Inv., 4 Admin Assistants, and 5 Intake
 Total Staffing for Superior Court: 1 CPD, 15 APD's, 6 Investigators, 6 Admin Assistants, and 5 Intake
 3 Need to be taken from operating budget

2007 - SUPERIOR COURT BUDGETS

Cal Yr. 2007	
Estimated State Funding - 2007	\$ 610,378.00
Personnel Costs w/3% Increase	\$ 748,852.98
Local Supplement Required - 2007	\$ 138,474.98
Local Supplement Budgeted CY2005	\$ 118,426.83
Shortage for CY2007 ¹	\$ 20,048.15
AJC-PDO - LOCAL FUNDING	
Total Budget w/3% Increase	\$ 1,363,728.74
Administrative Fee (5%)	\$ 68,186.44
Total Budget Needed	\$ 1,431,915.18
2005 Budget + 10% Admin Fee	\$ 1,394,588.22
Shortage for CY2007 ²	\$ 37,326.96
Total Shortage for CY2007 ³	\$ 57,375.11

ATTACHMENT B-1

**2007 RICHMOND COUNTY
STATE COURT - PDO**

	2005	PCT	2007	PCT
Personnel Costs	\$ 1,034,875.53		\$ 1,084,155.31	
Administrative Fee	\$ 103,487.55	10%	\$ 54,207.77	5%
TOTAL PERSONNEL COSTS	\$ 1,138,363.08		\$ 1,138,363.08	
Overhead Expense	\$ 120,040.00		\$ 120,040.00	
TOTAL BUDGET - RCSC-PDO	\$ 1,258,403.08		\$ 1,258,403.08	

Augusta Judicial Circuit
ATTACHMENT C: Operating Expenditures
January 1, 2007 - December 31, 2007

The Counties agrees to pay the Public Defender Office their share of the operating expenditures and building expenditures as stated in this attachment B. Burke and Columbia Counties will be responsible for their pro-rata share to Augusta-Richmond County and will remit payment of their pro-rata share of operating expenses as referenced in the attached budget in a reasonable and timely manner. The Public Defender Office agrees to use these funds for the purpose of paying for the operating expenses of the Public Defender Office for the Augusta Judicial Circuit. These expenditures will be divided by the pro-rata share, based on population as shown in the budget Attachment B as follows:

<u>County</u>	<u>Total Office Expenditures</u>	
Burke	\$ 14,465.19	8%
Columbia	\$ 52,436.32	29%
Augusta-Richmond	\$ 113,913.38	63%
<u>TOTAL:</u>	<u>\$ 180,814.89</u>	

Operating Expenses as shown on Attachment B shall be paid by Augusta-Richmond County in accordance with existing Augusta-Richmond County procedures upon request by the Circuit Public Defender and shall be paid for pro-rata by the counties on the basis of population as shown on Attachment B.

Augusta Judicial Circuit

Attachment D

January 1, 2007 - December 31, 2007

SALARY SUPPLEMENTS

The Counties agree to pay the Public Defender Office \$32,158.72 as a salary supplement for the Circuit Public Defender and \$106,316.26 as salary supplements for seven (7) state funded Assistant Public Defenders, one (1) state funded Investigator and two (2) state funded administrative assistants, to be divided by the Circuit Public Defender among any and/or of the aforementioned state funded employees in his sole discretion according to the experience and/or education of the employee. In addition to the funds specifically allocated to supplement the salaries of state funded employees , the Circuit Public Defender shall have the authority and the discretion to use any monies in the budget allocated for the salaries of any other personnel to further supplement the salary of any state funded employees.

The Circuit Public Defender shall have the sole authority and discretion to use any monies in the budget allocated for the salaries of personnel to increase or decrease the salary or salary supplement of any one or more Assistant Public Defenders, Investigators, Administrative Assistants, Intake Staff or other individual or individuals

on the basis of their level of education or experience even to the extent that the same may result in a reduction in the overall number of personnel provided however that the standards set by the Georgia Public Defender Standards Council are otherwise met and provided that the same is within the total monies allocated for personnel as shown in Attachment B.

Burke and Columbia Counties will be responsible for their pro-rata share to Augusta-Richmond County and will remit payment of their pro-rata share of salary supplements as referenced in the attached budget Attachment B in a reasonable and timely manner. The salary supplement is paid directly to the employee by the Counties in pro rata share according to caseload as shown on Attachment B in accordance with existing Augusta-Richmond County procedure for payment of salary supplements to the District Attorney, any Assistant District Attorney and other personnel of said office.

The Counties shall provide the Public Defender Office with the information concerning the salary supplement required by the State Auditor.

The counties agree to pay their pro-rata share as follows:

<u>County</u>	<u>Share</u>	
Burke	\$ 12,227.34	8.83%
Columbia	\$ 22,336.01	16.13%
Augusta-Richmond	<u>\$103,911.63</u>	75.04%

TOTAL \$138,474.98

The Counties agree to pay their share of the expenditures for the salary supplements to Augusta-Richmond County as the fiscal agent for all three counties pro rata according to caseload as shown on Attachment B.