



Houston County Board of Commissioners Meeting

Warner Robins, Georgia

June 15, 2021

5:00 P.M.

HOUSTON COUNTY COMMISSIONERS MEETING

Warner Robins, Georgia

June 15, 2021

5:00 P.M.

Call to Order

Turn Off Cell Phones

Invocation & Pledge of Allegiance – Commissioner Byrd

Approval of Minutes from June 1, 2021

New Business:

1. Independent Contractor Agreements (Juvenile Court) – Commissioner Robinson
2. Independent Contractor Agreements (Superior Court) – Commissioner Robinson
3. Bear Branch Road Property Purchase (Water Dept.) – Commissioner Byrd
4. Ratification of Emergency Purchase (HCSO / SUV) – Commissioner Byrd
5. Approval of Bid (Bulk Gasoline & Diesel Fuel) – Commissioner Perdue
6. Peaches to Beaches Agreement – Commissioner Perdue
7. Approval of Bills – Commissioner Walker
8. Presentation on proposed FY22 Budget – Chairman Stalnaker
9. Public Hearing on proposed FY22 Budget

Public Comments

Commissioner Comments

Motion for Adjournment

Juvenile Court Contract Attorney Agreements for FY22 as recommended by Judge Edwards. Each of these attorneys are currently under contract and the new contracts would be for the same amounts.

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

Chairman Stalnaker to sign Independent Contractor Agreements with Caralyn J. Huddleston at \$20,000 per year; David Jennings at \$45,000 per year; and Kameyan Sims at \$50,000 per year to provide for the defense of indigent persons appearing in the Houston County Juvenile Court. Each agreement will be effective July 1, 2021 and remain in effect until June 30, 2022. These agreements may be renewed from year to year subject to an annual review of performance conducted by the County in conjunction with the Juvenile Court.

**INDEPENDENT CONTRACTOR AGREEMENT
BETWEEN THE BOARD OF COMMISSIONERS OF
HOUSTON COUNTY AND
CARALYN J. HUDDLESTON**

THIS AGREEMENT made and entered into this _____ day of _____, 2021, between the Board of Commissioners of Houston County (hereinafter referred to as "County") and Caralyn J. Huddleston, an attorney duly admitted into the State Bar of Georgia to practice law, (hereinafter referred to as "Contractor"), and is effective July 1, 2021.

W I T N E S S E T H

WHEREAS, the County and Contractor enter this agreement to provide for defense of certain indigent persons pursuant to constitutional and statutory requirements, as well as the requirements of Uniform Juvenile Court Rule 8.3; and

WHEREAS, the County is existing and operating under the laws and Constitution of the State of Georgia, with full power to enter into contracts and agreement with other entities; and

WHEREAS, the County, together with the Juvenile Court of Houston Judicial Circuit, establishes the procedure for providing legal representation to indigents appearing in Juvenile Court; and

WHEREAS, Contractor is qualified to provide effective and adequate legal representation to indigent persons appearing in Juvenile Court; and

WHEREAS, it is the intent of the parties to this Agreement to provide adequate and effective legal representation to indigent defendants consistent with all constitutional, statutory and Uniform Rule requirements.

NOW THEREFORE, in consideration of the mutual covenants, promises and benefits contained in this Agreement, it is agreed as follows:

1. Nature of Service: In accordance with the terms and conditions of this Agreement and with all applicable statutes and rules, Contractor agrees to provide legal representation to indigent defendants in the following courts and proceedings:

- (a) Cases in Juvenile Court for the Houston Judicial Circuit under the laws of the State of Georgia concerning complaints filed pursuant to Uniform Rule 4.1 concerning dependent children. Cases that are private matters (with no involvement of the Department of Family and Children Services) not scheduled on the regularly occurring Dependency Calendar day (i.e. Wednesday) are not subject to this contract.
- (b) To serve as guardian ad litem when required.

2. Term: Subject to the provisions for termination set forth below, this Agreement will begin on July 1, 2021 and will end on June 30, 2022. The Agreement may be renewed from year to year subject to an annual review of performance conducted by the County, in conjunction with the Juvenile Court.

3. Payment:

(a) The County agrees to pay Contractor the sum of \$20,000.00 per year for part-time legal services performed during the twelve (12) month term of this Agreement at a monthly rate of \$1,666.67, with the twelfth month rate being \$1,666.63. Monthly payments will be made on the first of each month for services rendered the preceding month. The first payment due herein shall be August 1, 2021. The Contractor shall submit to the County, on a monthly basis, a record detailing the time spent and services performed for each month. These records are to be submitted to the County on the last day of each month.

(b) In providing the legal services required by this Agreement, Contractor will bear at his or her sole expense all normal personal office costs, such as and including, telephone, copy expenses, computerized legal research, in-state travel, malpractice and other insurance, etc.; except when Contractor is working out of the County Juvenile Office. Contractor will be entitled to funds from County for reasonable ancillary services such as the costs of experts, investigators, testing services, transcripts, etc. as determined by the Court.

(c) Contractor will be entitled to funds from County for the reasonable cost of ancillary services, such as psychiatrists and other expert consultants or witnesses, interpreters, investigators, testing services, transcripts, out-of-state travel, etc., as necessary to provide a constitutionally competent legal defense, which costs are not covered by State funds. Contractor agrees that prior to utilizing any ancillary services in any individual case, Contractor will obtain the approval of the Court that the ancillary services are required for the case and that the cost is reasonable. County will be obligated to pay this amount to Contractor upon receipt of a Court Order. No other expenses incurred by Contractor in the performance of this Agreement shall be reimbursed, except as mandated by the Court.

4. Conflict of Interest or Scheduling Conflicts: In the event that the Contractor is unable to perform the contracted services due to a conflict of interest or because of a scheduling conflict that cannot be resolved pursuant to Uniform Juvenile Court Rule 25.4, then the Contractor is to immediately notify the Court or its designee, at which time another attorney under contract with the County will immediately be appointed. The existence of a conflict of interest will be determined by considering guidelines set forth by the Georgia Public Defender Standards Council ("GPDSC") and the rules and regulations of the State Bar of Georgia. The County reserves the right to consider the number of scheduling conflicts, both during the annual review of performance

and at any other time, in determining whether to renew the Agreement, or to terminate same, if necessary.

5. Duties: The Contractor agrees to the following duties:
- (a) **Counsel.** Contractor acknowledges that he/she is serving the role as Counsel and shall perform all such services in accordance with applicable case law, statutes, and codes regarding professional responsibility. He/she shall operate independently. Independent counsel shall be politically autonomous and free from influence, guidance or control from any other authority in the discharge of professional duties, within the bounds of the law and the Code of Professional Responsibility.
 - (b) **Assignment.** The parties recognize that the assignment of cases to attorney is a matter entirely within the discretion of the Court. Contractor agrees that the nature and amount of work devoted to the defense of any individual defendant is a matter within the sole discretion of Contractor, and the amount of work in any case or group of cases will inevitably fluctuate over time. Contractor agrees to accept his or her proportionate share of indigent defense assignments in return for the flat rate compensation provided herein, and agrees that this Agreement provides reasonable compensation.

6. Termination of Agreement: Either party may terminate this Agreement without cause at any time upon thirty days written notice to the other party. As to matter pending before the Court, the judge will determine whether Contractor must continue representing those clients until the matter is finalized. This determination will be made on a case by case basis. Additionally, the County may terminate this Agreement at any time for good cause by providing written notice to the Contractor. Good cause includes the failure to comply with the terms of the Agreement to an extent that the delivery of services to clients is impaired and rendered impossible, or a willful disregard of the rights and best interest of clients under this Agreement such as leaves them impaired. Finally, the Juvenile Court Judge may remove Contractor from a particular case or further representation under this Agreement, pursuant to its plenary authority concerning the administration of justice.

7. Independent Contractor Relationship: In its relationship with the County, and for the purpose of performing any services assigned under this Agreement, Contractor warrants that Contractor is an independent contractor. Contractor shall therefore be responsible for compliance with all laws, rules and regulations involving its employees and any subcontractor(s), including, but not limited to, employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance and payment of wages. Neither Contractor nor any of Contractor's agents, servants, employees, subcontractors or supplies shall become or be deemed to become agents, servants or employees of the County. This Agreement shall not be construed as to create a partnership or joint venture between Contractor and the County or any of its agencies. The Contractor is and will remain an independent contractor in his or her relationship to the County. The County shall not be responsible for withholding taxes with respect to the Contractor's compensation hereunder. The Contractor shall have no claim against the County hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation,

unemployment insurance benefits, malpractice insurance or any other employee benefits of any kind.

8. Indemnification: Contractor hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless the County, its officers and employees (collectively "indemnitees") of and from any and all claims, demands, liabilities, loss, costs or expenses for any loss or damage for bodily injury (including but not limited to death), personal injury, property damage, attorney's fees caused by, growing out of, or otherwise happening in connection with this Agreement, due to any act or omission on the part of Contractor, its agents, employee, subcontractors, or others working at the direction of Contractor or on Contractor's behalf, or due to any breach of this Agreement by Contractor.

This indemnification and release survives the termination of this Agreement and the dissolution or, to the extent allowed by law, the bankruptcy of the Contractor.

Contractor shall, at its expense, be entitled to and shall have the duty to participate in the defense of any suit against the indemnitees. No settlement or compromise of any claim, loss or damage asserted against indemnitees shall be binding upon the indemnitees unless expressly approved by the indemnitees.

9. Contractor's Personnel: Contractor does hereby warrant to the County that he/she has no employees or personnel employed by him/her. County expects that Contractor will provide the legal services required under the Agreement personally, and must appear personally at all court appearances.

10. Insurance: Contractor does hereby acknowledge that she is not covered personally under any insurance carried by the County and shall be responsible for carrying any insurance to protect her from liability for malpractice/professional liability. Said limits of liability shall be at least \$1,000,000.00.

11. 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.

12. Agreement Modification: This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and may be altered or amended only by a subsequent written agreement of equal dignity. This Agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to the subject matter of this Agreement. After the Agreement has been consented to by the parties, no modifications may be made without prior notice to and approval from each party to this Agreement.

13. Confidentiality: The Contractor agrees to abide by all state and federal law, rules and regulations, as well as any County policies respecting confidentiality of an individual's records.

14. Force Majeure: Each party will be excused from performance under this Agreement to the extent that it is prevented from performing, in whole or in substantial part, due to delays caused by an act of God, civil disturbance, civil or military authority, war, court order, acts of public enemy, and such nonperformance will not be default under this Agreement nor a basis for termination for cause. If the services to be provided to the County are interrupted by a force majeure event, then the County will be entitled to an equitable adjustment to the fees and other payments due under this Agreement.

15. Taxes: Contractor shall forthwith pay all taxes lawfully imposed upon him/her with respect to this Agreement or any product delivered in accordance herewith. The County makes no representation whatsoever as to the liability or exemption from liability of the Contractor to any tax imposed by any governmental entity.

16. Binding Effect: This Agreement shall be binding upon the parties hereto, their heirs, legal representatives, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

BOARD OF COMMISSIONERS OF
HOUSTON COUNTY


By: _____
Tommy Stalnaker

Title: Chairman

Attest: _____
Barry Holland

Title: Director of Administration

CONTRACTOR

By: 
Carolyn J. Huddleston

**INDEPENDENT CONTRACTOR AGREEMENT
BETWEEN THE BOARD OF COMMISSIONERS OF
HOUSTON COUNTY AND
DAVID JENNINGS**

THIS AGREEMENT made and entered into this _____ day of _____, 2021, between the Board of Commissioners of Houston County (hereinafter referred to as "County") and David Jennings, an attorney duly admitted into the State Bar of Georgia to practice law, (hereinafter referred to as "Contractor"), and is effective July 1, 2021.

WITNESSETH

WHEREAS, the County and Contractor enter this agreement to provide for defense of certain indigent persons pursuant to constitutional and statutory requirements, as well as the requirements of Uniform Juvenile Court Rule 8.3; and

WHEREAS, the County is existing and operating under the laws and Constitution of the State of Georgia, with full power to enter into contracts and agreement with other entities; and

WHEREAS, the County, together with the Juvenile Court of Houston Judicial Circuit, establishes the procedure for providing legal representation to indigents appearing in Juvenile Court; and

WHEREAS, Contractor is qualified to provide effective and adequate legal representation to indigent persons appearing in Juvenile Court; and

WHEREAS, it is the intent of the parties to this Agreement to provide adequate and effective legal representation to indigent defendants consistent with all constitutional, statutory and Uniform Rule requirements.

NOW THEREFORE, in consideration of the mutual covenants, promises and benefits contained in this Agreement, it is agreed as follows:

1. Nature of Service: In accordance with the terms and conditions of this Agreement and with all applicable statutes and rules, Contractor agrees to provide legal representation to indigent defendants in the following courts and proceedings:
 - (a) Cases in Juvenile Court for the Houston Judicial Circuit under the laws of the State of Georgia concerning complaints filed pursuant to Uniform Rule 4.1 concerning delinquent, unruly or dependent children.
 - (b) Probation revocation proceedings in the Juvenile Court for Houston Judicial Circuit.
 - (c) Direct appeals from a decision in the cases described above.



- (d) To serve as guardian ad litem when required.

2. Term: Subject to the provisions for termination set forth below, this Agreement will begin on July 1, 2021 and will end on June 30, 2022. The Agreement may be renewed from year to year subject to an annual review of performance conducted by the County, in conjunction with the Juvenile Court.

3. Payment:

- (a) The County agrees to pay Contractor the sum of \$45,000.00 per year for legal services performed during the twelve (12) month term of this Agreement at a monthly rate of \$3,750.00. Monthly payments will be made on the first of each month for services rendered the preceding month. The first payment due herein shall be August 1, 2021. The Contractor shall submit to the County, on a monthly basis, a record detailing the time spent and services performed for each month. These records are to be submitted to the County on the last day of each month.
- (b) In providing the legal services required by this Agreement, Contractor will bear at his or her sole expense all normal personal office costs, such as and including, telephone, copy expenses, computerized legal research, in-state travel, malpractice and other insurance, etc.; except when Contractor is working out of the County Juvenile Office. Contractor will be entitled to funds from County for reasonable ancillary services such as the costs of experts, investigators, testing services, transcripts, etc. as determined by the Court.
- (c) Contractor will be entitled to funds from County for the reasonable cost of ancillary services, such as psychiatrists and other expert consultants or witnesses, interpreters, investigators, testing services, transcripts, out-of-state travel, etc., as necessary to provide a constitutionally competent legal defense, which costs are not covered by State funds. Contractor agrees that prior to utilizing any ancillary services in any individual case, Contractor will obtain the approval of the Court that the ancillary services are required for the case and that the cost is reasonable. County will be obligated to pay this amount to Contractor upon receipt of a Court Order. No other expenses incurred by Contractor in the performance of this Agreement shall be reimbursed, except as mandated by the Court.

4. Conflict of Interest or Scheduling Conflicts: In the event that the Contractor is unable to perform the contracted services due to a conflict of interest or because of a scheduling conflict that cannot be resolved pursuant to Uniform Juvenile Court Rule 25.4, then the Contractor is to immediately notify the Court or its designee, at which time another attorney under contract with the County will immediately be appointed. The existence of a conflict of interest will be determined by considering guidelines set forth by the Georgia Public Defender Standards Council ("GPDSC") and the rules and regulations of the State Bar of Georgia. The County reserves the right to consider the number of scheduling conflicts, both during the annual review of performance and at any other time, in determining whether to renew the Agreement, or to terminate same, if necessary.



5. Duties: The Contractor agrees to the following duties:
- (a) **Counsel.** Contractor acknowledges that he/she is serving the role as Counsel and shall perform all such services in accordance with applicable case law, statutes, and codes regarding professional responsibility. He/she shall operate independently. Independent counsel shall be politically autonomous and free from influence, guidance or control from any other authority in the discharge of professional duties, within the bounds of the law and the Code of Professional Responsibility.
 - (b) **Assignment.** The parties recognize that the assignment of cases to attorney is a matter entirely within the discretion of the Court. Contractor agrees that the nature and amount of work devoted to the defense of any individual defendant is a matter within the sole discretion of Contractor, and the amount of work in any case or group of cases will inevitably fluctuate over time. Contractor agrees to accept his or her proportionate share of indigent defense assignments in return for the flat rate compensation provided herein, and agrees that this Agreement provides reasonable compensation.

6. Termination of Agreement: Either party may terminate this Agreement without cause at any time upon thirty days written notice to the other party. As to matter pending before the Court, the judge will determine whether Contractor must continue representing those clients until the matter is finalized. This determination will be made on a case by case basis. Additionally, the County may terminate this Agreement at any time for good cause by providing written notice to the Contractor. Good cause includes the failure to comply with the terms of the Agreement to an extent that the delivery of services to clients is impaired and rendered impossible, or a willful disregard of the rights and best interest of clients under this Agreement such as leaves them impaired. Finally, the Juvenile Court Judge may remove Contractor from a particular case or further representation under this Agreement, pursuant to its plenary authority concerning the administration of justice.

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A handwritten signature in black ink, appearing to be "D. M. J.", is located in the bottom right corner of the page.

8. Indemnification: Contractor hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless the County, its officers and employees (collectively "indemnitees") of and from any and all claims, demands, liabilities, loss, costs or expenses for any loss or damage for bodily injury (including but not limited to death), personal injury, property damage, attorney's fees caused by, growing out of, or otherwise happening in connection with this Agreement, due to any act or omission on the part of Contractor, its agents, employee, subcontractors, or others working at the direction of Contractor or on Contractor's behalf, or due to any breach of this Agreement by Contractor.

This indemnification and release survives the termination of this Agreement and the dissolution or, to the extent allowed by law, the bankruptcy of the Contractor.

Contractor shall, at its expense, be entitled to and shall have the duty to participate in the defense of any suit against the indemnitees. No settlement or compromise of any claim, loss or damage asserted against indemnitees shall be binding upon the indemnitees unless expressly approved by the indemnitees.

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10. Insurance: Contractor does hereby acknowledge that she is not covered personally under any insurance carried by the County and shall be responsible for carrying any insurance to protect her from liability for malpractice/professional liability. Said limits of liability shall be at least \$1,000,000.00.

11. 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.

12. Agreement Modification: This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and may be altered or amended only by a subsequent written agreement of equal dignity. This Agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to the subject matter of this Agreement. After the Agreement has been consented to by the parties, no modifications may be made without prior notice to and approval from each party to this Agreement.



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14. Force Majeure: Each party will be excused from performance under this Agreement to the extent that it is prevented from performing, in whole or in substantial part, due to delays caused by an act of God, civil disturbance, civil or military authority, war, court order, acts of public enemy, and such nonperformance will not be default under this Agreement nor a basis for termination for cause. If the services to be provided to the County are interrupted by a force majeure event, then the County will be entitled to an equitable adjustment to the fees and other payments due under this Agreement.

15. Taxes: Contractor shall forthwith pay all taxes lawfully imposed upon him/her with respect to this Agreement or any product delivered in accordance herewith. The County makes no representation whatsoever as to the liability or exemption from liability of the Contractor to any tax imposed by any governmental entity.

16. Binding Effect: This Agreement shall be binding upon the parties hereto, their heirs, legal representatives, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

BOARD OF COMMISSIONERS OF
HOUSTON COUNTY

By: _____
Tommy Stalnaker

Title: Chairman

Attest: _____
Barry Holland

Title: Director of Administration

CONTRACTOR

By: _____
David Jennings

**INDEPENDENT CONTRACTOR AGREEMENT
BETWEEN THE BOARD OF COMMISSIONERS OF
HOUSTON COUNTY AND
KAMEYAN SIMS**

THIS AGREEMENT made and entered into this _____ day of _____, 2021, between the Board of Commissioners of Houston County (hereinafter referred to as "County") and Kameyan Sims, an attorney duly admitted into the State Bar of Georgia to practice law, (hereinafter referred to as "Contractor"), and is effective July 1, 2021.

WITNESSETH

WHEREAS, the County and Contractor enter this agreement to provide for defense of certain indigent persons pursuant to constitutional and statutory requirements, as well as the requirements of Uniform Juvenile Court Rule 8.3; and

WHEREAS, the County is existing and operating under the laws and Constitution of the State of Georgia, with full power to enter into contracts and agreement with other entities; and

WHEREAS, the County, together with the Juvenile Court of Houston Judicial Circuit, establishes the procedure for providing legal representation to indigents appearing in Juvenile Court; and

WHEREAS, Contractor is qualified to provide effective and adequate legal representation to indigent persons appearing in Juvenile Court; and

WHEREAS, it is the intent of the parties to this Agreement to provide adequate and effective legal representation to indigent defendants consistent with all constitutional, statutory and Uniform Rule requirements.

NOW THEREFORE, in consideration of the mutual covenants, promises and benefits contained in this Agreement, it is agreed as follows:

1. Nature of Service: In accordance with the terms and conditions of this Agreement and with all applicable statutes and rules, Contractor agrees to provide legal representation to indigent defendants in the following courts and proceedings:

- (a) Cases in Juvenile Court for the Houston Judicial Circuit under the laws of the State of Georgia concerning complaints filed pursuant to Uniform Rule 4.1 concerning delinquent, unruly or dependent children.
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- (c) Direct appeals from a decision in the cases described above.

(d) To serve as guardian ad litem when required.

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3. Payment:

(a) The County agrees to pay Contractor the sum of \$50,000.00 per year for legal services performed during the twelve (12) month term of this Agreement at a monthly rate of \$4,166.66, with the twelfth month rate being \$4,166.74. Monthly payments will be made on the first of each month for services rendered the preceding month. The first payment due herein shall be August 1, 2021. The Contractor shall submit to the County, on a monthly basis, a record detailing the time spent and services performed for each month. These records are to be submitted to the County on the last day of each month.

(b) In providing the legal services required by this Agreement, Contractor will bear at his or her sole expense all normal personal office costs, such as and including, telephone, copy expenses, computerized legal research, in-state travel, malpractice and other insurance, etc.; except when Contractor is working out of the County Juvenile Office. Contractor will be entitled to funds from County for reasonable ancillary services such as the costs of experts, investigators, testing services, transcripts, etc. as determined by the Court.

(c) Contractor will be entitled to funds from County for the reasonable cost of ancillary services, such as psychiatrists and other expert consultants or witnesses, interpreters, investigators, testing services, transcripts, out-of-state travel, etc., as necessary to provide a constitutionally competent legal defense, which costs are not covered by State funds. Contractor agrees that prior to utilizing any ancillary services in any individual case, Contractor will obtain the approval of the Court that the ancillary services are required for the case and that the cost is reasonable. County will be obligated to pay this amount to Contractor upon receipt of a Court Order. No other expenses incurred by Contractor in the performance of this Agreement shall be reimbursed, except as mandated by the Court.

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and at any other time, in determining whether to renew the Agreement, or to terminate same, if necessary.

5. Duties: The Contractor agrees to the following duties:
- (a) **Counsel.** Contractor acknowledges that he/she is serving the role as Counsel and shall perform all such services in accordance with applicable case law, statutes, and codes regarding professional responsibility. He/she shall operate independently. Independent counsel shall be politically autonomous and free from influence, guidance or control from any other authority in the discharge of professional duties, within the bounds of the law and the Code of Professional Responsibility.
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unemployment insurance benefits, malpractice insurance or any other employee benefits of any kind.

8. Indemnification: Contractor hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless the County, its officers and employees (collectively "indemnitees") of and from any and all claims, demands, liabilities, loss, costs or expenses for any loss or damage for bodily injury (including but not limited to death), personal injury, property damage, attorney's fees caused by, growing out of, or otherwise happening in connection with this Agreement, due to any act or omission on the part of Contractor, its agents, employee, subcontractors, or others working at the direction of Contractor or on Contractor's behalf, or due to any breach of this Agreement by Contractor.

This indemnification and release survives the termination of this Agreement and the dissolution or, to the extent allowed by law, the bankruptcy of the Contractor.

Contractor shall, at its expense, be entitled to and shall have the duty to participate in the defense of any suit against the indemnitees. No settlement or compromise of any claim, loss or damage asserted against indemnitees shall be binding upon the indemnitees unless expressly approved by the indemnitees.

9. Contractor's Personnel: Contractor does hereby warrant to the County that he/she has no employees or personnel employed by him/her. County expects that Contractor will provide the legal services required under the Agreement personally, and must appear personally at all court appearances.

10. Insurance: Contractor does hereby acknowledge that she is not covered personally under any insurance carried by the County and shall be responsible for carrying any insurance to protect her from liability for malpractice/professional liability. Said limits of liability shall be at least \$1,000,000.00.

11. 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.

12. Agreement Modification: This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and may be altered or amended only by a subsequent written agreement of equal dignity. This Agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to the subject matter of this Agreement. After the Agreement has been consented to by the parties, no modifications may be made without prior notice to and approval from each party to this Agreement.

13. Confidentiality: The Contractor agrees to abide by all state and federal law, rules and regulations, as well as any County policies respecting confidentiality of an individual's records.

14. Force Majeure: Each party will be excused from performance under this Agreement to the extent that it is prevented from performing, in whole or in substantial part, due to delays caused by an act of God, civil disturbance, civil or military authority, war, court order, acts of public enemy, and such nonperformance will not be default under this Agreement nor a basis for termination for cause. If the services to be provided to the County are interrupted by a force majeure event, then the County will be entitled to an equitable adjustment to the fees and other payments due under this Agreement.

15. Taxes: Contractor shall forthwith pay all taxes lawfully imposed upon him/her with respect to this Agreement or any product delivered in accordance herewith. The County makes no representation whatsoever as to the liability or exemption from liability of the Contractor to any tax imposed by any governmental entity.

16. Binding Effect: This Agreement shall be binding upon the parties hereto, their heirs, legal representatives, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

BOARD OF COMMISSIONERS OF
HOUSTON COUNTY

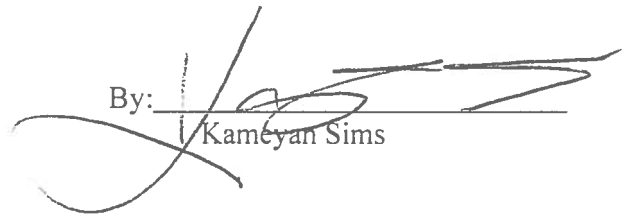
By: _____
Tommy Stalnaker

Title: Chairman

Attest: _____
Barry Holland

Title: Director of Administration

CONTRACTOR

By:  _____
Kameyan Sims

These independent contractor agreements between the County and the four local attorneys will provide for the defense of indigent persons in cases where the Houston County Public Defender's Office has declared a conflict of interest. Each of these attorneys are currently serving in this capacity and staff recommends acceptance of each contract for the coming year.

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

Chairman Stalnaker to sign independent contractor agreements with David G. Daniell, Greg H. Bell, Jonathan Perry Waters, and Jeffrey L. Grube for the purposes of providing defense of indigent persons in cases where the Houston County Public Defender's Office has declared a conflict of interest. Each agreement is effective July 1, 2021 through June 30, 2022.

**INDEPENDENT CONTRACTOR AGREEMENT BETWEEN THE BOARD OF
COMMISSIONERS OF HOUSTON COUNTY AND DAVID G. DANIELL**

THIS AGREEMENT is made and entered into this ____ day of _____, 2021, between the Board of Commissioners of Houston County (herein referred to as "County") and David G. Daniell, an attorney duly admitted into the State Bar of Georgia to practice law, (herein referred to as "Contractor"), and is effective July 1, 2021.

WITNESSETH:

WHEREAS, the County and Contractor enter this agreement to provide for defense of certain indigent persons pursuant to constitutional and statutory requirements, as well as the requirements of Uniform Superior Court Rule 29; and

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

WHEREAS, the County, together with the Superior Court for the Houston Judicial Circuit, establishes the procedure for providing legal representation in cases where the Houston County Public Defender's Office has a conflict of interest; and

WHEREAS, the Contractor is qualified to provide effective and adequate legal representation to indigent persons charged with a criminal offense; and

WHEREAS, the Contractor has met all of the qualifications to apply for the contract to provide legal defense services in cases where the Houston County Public Defender's Office has declared a conflict of interest and is the successful applicant; and

WHEREAS, it is the intent of the parties to this Agreement to provide adequate and effective legal representation to indigent defendants consistent with all constitutional, statutory and Uniform Rule requirements.

NOW THEREFORE, in consideration of the mutual covenants, promises and benefits contained in the Agreement, IT IS AGREED AS FOLLOWS:

1. **Nature of Service:** In accordance with the terms and conditions of this Agreement and with all applicable statutes and rules, Contractor agrees to provide legal representation to indigent defendants in cases where the Houston County Public Defender's Office (herein referred to as the "Public Defender") has determined that there is a conflict of interest that prevents the Public Defender from providing legal representation to those indigent defendants in the following courts and proceedings:

- (a) Cases prosecuted in Superior Court for the Houston Judicial Circuit 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;
- (b) Probation revocation proceedings in the Superior Court for the Houston Judicial Circuit;
- (c) Direct appeals which are first appeals, not discretionary appeals, from a decision in the cases described above.

2. **Term:** Subject to provisions for termination set forth below, this Agreement will begin on July 1, 2021 and will end on June 30, 2022. The Agreement may be renewed from year to year, subject to an annual review of performance conducted by the County, in conjunction with the Superior Court. If the result of the review supports renewal of the Agreement, the County will provide written notice to Contractor not less than thirty (30) days prior to expiration of the contract term.

3. **Payment:**

- (a) The County agrees to pay Contractor the sum of \$85,000.00 for legal services performed during the term of this Agreement at a monthly rate of \$7,083.33, with the twelfth month rate being \$7,083.37. Monthly payments will be made on the first of each month for services rendered the preceding month. The first payment due herein shall be August 1, 2021. The Contractor shall submit to the County, on a monthly basis, a record detailing the time spent and services performed for each month. These records are to be submitted to the County on the last day of each month.
- (b) In providing the legal services required by this Agreement, Contractor will bear at his or her sole expense all normal office costs, such as and including telephone, copy expenses, computerized legal research, in-state travel, malpractice and other insurance, etc. Contractor will be entitled to funds from County for reasonable ancillary services such as the cost of experts, investigators, testing services, transcripts, etc., as determined by the Court.
- (c) Contractor will be entitled to funds from County for the reasonable cost of ancillary services, such as psychiatrists and other expert consultants or witnesses, interpreters, investigators, testing services, transcripts, out of state travel, etc., as necessary to provide a constitutionally competent legal defense. Contractor agrees that prior to utilizing any ancillary services in any individual case, Contractor will obtain the approval of the Court that the ancillary services are required for the case and that the cost is reasonable. County will be obligated to pay this amount to Contractor upon receipt of a court order. No other expenses incurred by Contractor

in the performance of this Agreement shall be reimbursed, except as mandated by the Court.

4. **Conflict of Interest or Scheduling Conflicts:** In the event that the Contractor is unable to perform the contracted services due to a conflict of interest or because of a scheduling conflict that cannot be resolved pursuant to Uniform Superior Court Rule 17, then the Contractor is to immediately notify the Court or its designee, at which time another conflict attorney under contract with the County will immediately be appointed. The existence of a conflict of interest will be determined by considering guidelines set forth by the Georgia Public Defender Standards Council (“GPDSC”) and the rules and regulations of the State Bar of Georgia. The County reserves the right to consider the number of scheduling conflicts, both during the annual review of performance and at any other time, in determining whether to renew the Agreement, or to terminate same if necessary.

5. **Duties:** The Contractor agrees to the following duties:

- (a) **Trial Counsel.** Contractor acknowledges that he/she is serving the role as Trial Counsel and shall perform all such services in accordance with applicable case law, statutes and codes regarding professional responsibility. He/she shall operate independently. Independent counsel shall be politically autonomous and free from influence, guidance or control from any other authority in the discharge of professional duties, within the bounds of the law and the Code of Professional Responsibility. (Uniform Superior Court Rule 29.11)
- (b) **Application Fee.** In the event the Contractor receives the \$50.00 application fee from a client, then Contractor agrees to report such receipt(s) on a monthly basis to the County, and to forward such funds to the County quarterly during the period of this Agreement.
- (c) **Priority Over Private Cases.** Contractor acknowledges that cases assigned to him/her pursuant to this Agreement will take precedence over **any** privately retained cases, subject to the applicability of Uniform Superior Court Rule 17.
- (d) **Assignment.** The parties recognize that the assignment of conflict defense cases to attorneys is a matter entirely within the discretion of the Court. This Agreement is based on the understanding that the Court will endeavor to assign cases to those attorneys who have contracted with the County to provide conflict indigent defense services in a manner which is consistent with Uniform Superior Court Rule 29.8. Contractor agrees that the nature and amount of work devoted to the defense of any individual defendant is a matter within the sole discretion of Contractor, and the amount of work in any case or group of cases will inevitably fluctuate over time. Contractor agrees to accept his or her proportionate share of conflict indigent defense assignments in the Superior Court of Houston County in return for the flat

rate compensation provided herein, and agrees that this Agreement provides reasonable compensation.

6. **Termination of Agreement:** Either party may terminate this Agreement without cause at any time upon thirty (30) days written notice to the other party. As to matters pending before the Court, the presiding judge will determine whether Contractor must continue representing those clients until the matter is finalized. This determination will be made on a case by case basis. Additionally, the County may terminate this Agreement at any time for good cause by providing written notice to the Contractor. Good cause includes the failure to comply with the terms of the Agreement to an extent that the delivery of services to clients is impaired or rendered impossible, or a willful disregard of the rights and best interests of clients under this Agreement such as leaves them impaired. Finally, a judge of the Superior Court for this county may remove Contractor from a particular case or from further representation under this Agreement, pursuant to its plenary authority concerning the administration of justice.

7. **Independent Contractor Relationship:** In its relationship with the County, and for the purposes of performing any services assigned under this Agreement, Contractor warrants that Contractor is an independent contractor. Contractor shall therefore be responsible for compliances with all laws, rules and regulations involving its employees and any subcontractor(s), including but not limited to employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages. Neither Contractor nor any of Contractor's agents, servants, employees, subcontractors or suppliers shall become or be deemed to become agents, servants, or employees of the County. This Agreement shall not be construed so as to create a partnership or joint venture between Contractor and the County or any of its agencies. The Contractor is and will remain an independent contractor in his or her relationship to the County. The County shall not be responsible for withholding taxes with respect to the Contractor's compensation hereunder. The Contractor shall have no claim against the County hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, unemployment insurance benefits, malpractice insurance or any other employee benefits of any kind.

8. **Indemnification:** Contractor hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless the County, its officers and employees (collectively "indemnitees") of and from any and all claims, demands, liabilities, loss, costs or expenses for any loss or damage for bodily injury (including but not limited to death), personal injury, property damage, attorneys' fees caused by, growing out of, or otherwise happening in connection with this Agreement, due to any act or omission on the part of Contractor, its agents, employees, subcontractors, or others working at the direction of Contractor or on Contractor's behalf, or due to any breach of this Agreement by Contractor.

This indemnification and release survives the termination of this Agreement and the dissolution or, to the extent allowed by law, the bankruptcy of the Contractor.

Contractor shall, at its expense, be entitled to and shall have the duty to participate in the defense of any suit against the indemnitees. No settlement or compromise of any claim, loss or damage asserted against indemnitees shall be binding upon the indemnitees unless expressly approved by the indemnitees.

9. **Contractor's Personnel:** In providing the legal services required by this Agreement, Contractor will provide, at his or her own expense, all appropriate office and legal staff as necessary to provide competent legal services in the cases covered by this Agreement. This staff may consist of such attorneys, paralegals, clerks, and any and all secretarial services, as are necessary to fully discharge in a professional manner all obligations herein assumed by Contractor. Contractor represents and warrants that at all time his personnel shall be competent and that all services rendered will be sufficient to meet all constitutional requirements relating to legal services. County expects that Contractor will provide the legal services required under the Agreement personally, and must appear personally at all court appearances, but Contractor may from time to time use other equally-competent attorneys as temporary substitutes at court appearances, if acceptable to the Court.

10. **Insurance:** Contractor shall procure and maintain insurance at its own expense that shall protect the Contractor from any claims from bodily injury, property damage, or personal injury that may arise out of operations under the Agreement. Such insurance policies shall include coverage for Workers Compensation and Malpractice/Professional Liability.

11. **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.

12. **Agreement Modification:** This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and may be altered or amended only by a subsequent written agreement of equal dignity. This Agreement supersedes all prior agreements, negotiations and communication of whatever type, whether written or oral, between the parties hereto with respect to the subject matter of this Agreement. After the Agreement has been consented to by the parties, no modifications may be made without prior notice to and approval from each party to this Agreement.

13. **Confidentiality:** The Contractor agrees to abide by all state and federal law, rules and regulations, as well as any County policies respecting confidentiality of an individual's records.

14. **Force Majeure:** Each party will be excused from performance under this Agreement to the extent that it is prevented from performing, in whole or in substantial part, due to delays caused by an act of God, civil disturbance, civil or military authority, war, court order, acts of public enemy, and such nonperformance will not be default under this Agreement nor a basis for termination for cause. If the services to be provided to the County are interrupted by a force majeure event, then the County will be entitled to an equitable adjustment to the fees and other payments due under this Agreement.

15. **Taxes:** Contractor shall forthwith pay all taxes lawfully imposed upon him/her with respect to this Agreement or any product delivered in accordance herewith. The County makes no representation whatsoever as to the liability or exemption from liability of the Contractor to any tax imposed by any governmental entity.

16. **Binding Effect:** This Agreement shall be binding upon the parties hereto, their heirs, legal representatives, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

BOARD OF COMMISSIONER OF
HOUSTON COUNTY

By: _____
Tommy Stalnaker, Chairman

CONTRACTOR

By:  _____
David G. Daniell

Attest: _____
Barry Holland,
Director of Administration

**INDEPENDENT CONTRACTOR AGREEMENT BETWEEN THE BOARD OF
COMMISSIONERS OF HOUSTON COUNTY AND GREG H. BELL**

THIS AGREEMENT is made and entered into this ____ day of _____, 2021, between the Board of Commissioners of Houston County (herein referred to as “County”) and Greg H. Bell an attorney duly admitted into the State Bar of Georgia to practice law, (herein referred to as “Contractor”), and is effective July 1, 2021.

WITNESSETH:

WHEREAS, the County and Contractor enter this agreement to provide for defense of certain indigent persons pursuant to constitutional and statutory requirements, as well as the requirements of Uniform Superior Court Rule 29; and

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

WHEREAS, the County, together with the Superior Court for the Houston Judicial Circuit, establishes the procedure for providing legal representation in cases where the Houston County Public Defender’s Office has a conflict of interest; and

WHEREAS, the Contractor is qualified to provide effective and adequate legal representation to indigent persons charged with a criminal offense; and

WHEREAS, the Contractor has met all of the qualifications to apply for the contract to provide legal defense services in cases where the Houston County Public Defender’s Office has declared a conflict of interest and is the successful applicant; and

WHEREAS, it is the intent of the parties to this Agreement to provide adequate and effective legal representation to indigent defendants consistent with all constitutional, statutory and Uniform Rule requirements.

NOW THEREFORE, in consideration of the mutual covenants, promises and benefits contained in the Agreement, IT IS AGREED AS FOLLOWS:

1. **Nature of Service:** In accordance with the terms and conditions of this Agreement and with all applicable statutes and rules, Contractor agrees to provide legal representation to indigent defendants in cases where the Houston County Public Defender’s Office (herein referred to as the “Public Defender”) has determined that there is a conflict of interest that prevents the Public Defender from providing legal representation to those indigent defendants in the following courts and proceedings:

- (a) Cases prosecuted in Superior Court for the Houston Judicial Circuit 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;
- (b) Probation revocation proceedings in the Superior Court for the Houston Judicial Circuit;
- (c) Direct appeals which are first appeals, not discretionary appeals, from a decision in the cases described above.

2. **Term:** Subject to provisions for termination set forth below, this Agreement will begin on July 1, 2021 and will end on June 30, 2022. The Agreement may be renewed from year to year, subject to an annual review of performance conducted by the County, in conjunction with the Superior Court. If the result of the review supports renewal of the Agreement, the County will provide written notice to Contractor not less than thirty (30) days prior to expiration of the contract term.

3. **Payment:**

- (a) The County agrees to pay Contractor the sum of \$85,000.00 for legal services performed during the term of this Agreement at a monthly rate of \$7,083.33, with the twelfth month rate being \$7,083.37. Monthly payments will be made on the first of each month for services rendered the preceding month. The first payment due herein shall be August 1, 2021. The Contractor shall submit to the County, on a monthly basis, a record detailing the time spent and services performed for each month. These records are to be submitted to the County on the last day of each month.
- (b) In providing the legal services required by this Agreement, Contractor will bear at his or her sole expense all normal office costs, such as and including telephone, copy expenses, computerized legal research, in-state travel, malpractice and other insurance, etc. Contractor will be entitled to funds from County for reasonable ancillary services such as the cost of experts, investigators, testing services, transcripts, etc., as determined by the Court.
- (c) Contractor will be entitled to funds from County for the reasonable cost of ancillary services, such as psychiatrists and other expert consultants or witnesses, interpreters, investigators, testing services, transcripts, out of state travel, etc., as necessary to provide a constitutionally competent legal defense. Contractor agrees that prior to utilizing any ancillary services in any individual case, Contractor will obtain the approval of the Court that the ancillary services are required for the case and that the cost is reasonable. County will be obligated to pay this amount to Contractor upon receipt of a court order. No other expenses incurred by Contractor

in the performance of this Agreement shall be reimbursed, except as mandated by the Court.

4. **Conflict of Interest or Scheduling Conflicts:** In the event that the Contractor is unable to perform the contracted services due to a conflict of interest or because of a scheduling conflict that cannot be resolved pursuant to Uniform Superior Court Rule 17, then the Contractor is to immediately notify the Court or its designee, at which time another conflict attorney under contract with the County will immediately be appointed. The existence of a conflict of interest will be determined by considering guidelines set forth by the Georgia Public Defender Standards Council (“GPDSC”) and the rules and regulations of the State Bar of Georgia. The County reserves the right to consider the number of scheduling conflicts, both during the annual review of performance and at any other time, in determining whether to renew the Agreement, or to terminate same if necessary.

5. **Duties:** The Contractor agrees to the following duties:

- (a) **Trial Counsel.** Contractor acknowledges that he/she is serving the role as Trial Counsel and shall perform all such services in accordance with applicable case law, statutes and codes regarding professional responsibility. He/she shall operate independently. Independent counsel shall be politically autonomous and free from influence, guidance or control from any other authority in the discharge of professional duties, within the bounds of the law and the Code of Professional Responsibility. (Uniform Superior Court Rule 29.11)
- (b) **Application Fee.** In the event the Contractor receives the \$50.00 application fee from a client, then Contractor agrees to report such receipt(s) on a monthly basis to the County, and to forward such funds to the County quarterly during the period of this Agreement.
- (c) **Priority Over Private Cases.** Contractor acknowledges that cases assigned to him/her pursuant to this Agreement will take precedence over **any** privately retained cases, subject to the applicability of Uniform Superior Court Rule 17.
- (d) **Assignment.** The parties recognize that the assignment of conflict defense cases to attorneys is a matter entirely within the discretion of the Court. This Agreement is based on the understanding that the Court will endeavor to assign cases to those attorneys who have contracted with the County to provide conflict indigent defense services in a manner which is consistent with Uniform Superior Court Rule 29.8. Contractor agrees that the nature and amount of work devoted to the defense of any individual defendant is a matter within the sole discretion of Contractor, and the amount of work in any case or group of cases will inevitably fluctuate over time. Contractor agrees to accept his or her proportionate share of conflict indigent defense assignments in the Superior Court of Houston County in return for the flat

rate compensation provided herein, and agrees that this Agreement provides reasonable compensation.

6. **Termination of Agreement:** Either party may terminate this Agreement without cause at any time upon thirty (30) days written notice to the other party. As to matters pending before the Court, the presiding judge will determine whether Contractor must continue representing those clients until the matter is finalized. This determination will be made on a case by case basis. Additionally, the County may terminate this Agreement at any time for good cause by providing written notice to the Contractor. Good cause includes the failure to comply with the terms of the Agreement to an extent that the delivery of services to clients is impaired or rendered impossible, or a willful disregard of the rights and best interests of clients under this Agreement such as leaves them impaired. Finally, a judge of the Superior Court for this county may remove Contractor from a particular case or from further representation under this Agreement, pursuant to its plenary authority concerning the administration of justice.

7. **Independent Contractor Relationship:** In its relationship with the County, and for the purposes of performing any services assigned under this Agreement, Contractor warrants that Contractor is an independent contractor. Contractor shall therefore be responsible for compliances with all laws, rules and regulations involving its employees and any subcontractor(s), including but not limited to employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages. Neither Contractor nor any of Contractor's agents, servants, employees, subcontractors or suppliers shall become or be deemed to become agents, servants, or employees of the County. This Agreement shall not be construed so as to create a partnership or joint venture between Contractor and the County or any of its agencies. The Contractor is and will remain an independent contractor in his or her relationship to the County. The County shall not be responsible for withholding taxes with respect to the Contractor's compensation hereunder. The Contractor shall have no claim against the County hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, unemployment insurance benefits, malpractice insurance or any other employee benefits of any kind.

8. **Indemnification:** Contractor hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless the County, its officers and employees (collectively "indemnitees") of and from any and all claims, demands, liabilities, loss, costs or expenses for any loss or damage for bodily injury (including but not limited to death), personal injury, property damage, attorneys' fees caused by, growing out of, or otherwise happening in connection with this Agreement, due to any act or omission on the part of Contractor, its agents, employees, subcontractors, or others working at the direction of Contractor or on Contractor's behalf, or due to any breach of this Agreement by Contractor.

This indemnification and release survives the termination of this Agreement and the dissolution or, to the extent allowed by law, the bankruptcy of the Contractor.

Contractor shall, at its expense, be entitled to and shall have the duty to participate in the defense of any suit against the indemnitees. No settlement or compromise of any claim, loss or damage asserted against indemnitees shall be binding upon the indemnitees unless expressly approved by the indemnitees.

9. **Contractor's Personnel:** In providing the legal services required by this Agreement, Contractor will provide, at his or her own expense, all appropriate office and legal staff as necessary to provide competent legal services in the cases covered by this Agreement. This staff may consist of such attorneys, paralegals, clerks, and any and all secretarial services, as are necessary to fully discharge in a professional manner all obligations herein assumed by Contractor. Contractor represents and warrants that at all time his personnel shall be competent and that all services rendered will be sufficient to meet all constitutional requirements relating to legal services. County expects that Contractor will provide the legal services required under the Agreement personally, and must appear personally at all court appearances, but Contractor may from time to time use other equally-competent attorneys as temporary substitutes at court appearances, if acceptable to the Court.

10. **Insurance:** Contractor shall procure and maintain insurance at its own expense that shall protect the Contractor from any claims from bodily injury, property damage, or personal injury that may arise out of operations under the Agreement. Such insurance policies shall include coverage for Workers Compensation and Malpractice/Professional Liability.

11. **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.

12. **Agreement Modification:** This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and may be altered or amended only by a subsequent written agreement of equal dignity. This Agreement supersedes all prior agreements, negotiations and communication of whatever type, whether written or oral, between the parties hereto with respect to the subject matter of this Agreement. After the Agreement has been consented to by the parties, no modifications may be made without prior notice to and approval from each party to this Agreement.

13. **Confidentiality:** The Contractor agrees to abide by all state and federal law, rules and regulations, as well as any County policies respecting confidentiality of an individual's records.

14. **Force Majeure:** Each party will be excused from performance under this Agreement to the extent that it is prevented from performing, in whole or in substantial part, due to delays caused by an act of God, civil disturbance, civil or military authority, war, court order, acts of public enemy, and such nonperformance will not be default under this Agreement nor a basis for termination for cause. If the services to be provided to the County are interrupted by a force majeure event, then the County will be entitled to an equitable adjustment to the fees and other payments due under this Agreement.

15. **Taxes:** Contractor shall forthwith pay all taxes lawfully imposed upon him/her with respect to this Agreement or any product delivered in accordance herewith. The County makes no representation whatsoever as to the liability or exemption from liability of the Contractor to any tax imposed by any governmental entity.

16. **Binding Effect:** This Agreement shall be binding upon the parties hereto, their heirs, legal representatives, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

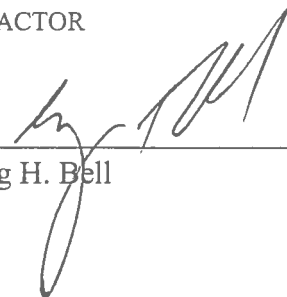
BOARD OF COMMISSIONER OF
HOUSTON COUNTY

By: _____
Tommy Stalnaker, Chairman

Attest: _____
Barry Holland,
Director of Administration

CONTRACTOR

By: _____
Greg H. Bell



**INDEPENDENT CONTRACTOR AGREEMENT BETWEEN THE BOARD OF
COMMISSIONERS OF HOUSTON COUNTY AND JONATHAN PERRY WATERS**

THIS AGREEMENT is made and entered into this ____ day of _____, 2021, between the Board of Commissioners of Houston County (herein referred to as “County”) and Jonathan Perry Waters an attorney duly admitted into the State Bar of Georgia to practice law, (herein referred to as “Contractor”), and is effective July 1, 2021.

WITNESSETH:

WHEREAS, the County and Contractor enter this agreement to provide for defense of certain indigent persons pursuant to constitutional and statutory requirements, as well as the requirements of Uniform Superior Court Rule 29; and

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

WHEREAS, the County, together with the Superior Court for the Houston Judicial Circuit, establishes the procedure for providing legal representation in cases where the Houston County Public Defender’s Office has a conflict of interest; and

WHEREAS, the Contractor is qualified to provide effective and adequate legal representation to indigent persons charged with a criminal offense; and

WHEREAS, the Contractor has met all of the qualifications to apply for the contract to provide legal defense services in cases where the Houston County Public Defender’s Office has declared a conflict of interest and is the successful applicant; and

WHEREAS, it is the intent of the parties to this Agreement to provide adequate and effective legal representation to indigent defendants consistent with all constitutional, statutory and Uniform Rule requirements.

NOW THEREFORE, in consideration of the mutual covenants, promises and benefits contained in the Agreement, IT IS AGREED AS FOLLOWS:

1. **Nature of Service:** In accordance with the terms and conditions of this Agreement and with all applicable statutes and rules, Contractor agrees to provide legal representation to indigent defendants in cases where the Houston County Public Defender’s Office (herein referred to as the “Public Defender”) has determined that there is a conflict of interest that prevents the Public Defender from providing legal representation to those indigent defendants in the following courts and proceedings:

- (a) Cases prosecuted in Superior Court for the Houston Judicial Circuit 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;
- (b) Probation revocation proceedings in the Superior Court for the Houston Judicial Circuit;
- (c) Direct appeals which are first appeals, not discretionary appeals, from a decision in the cases described above.

2. **Term:** Subject to provisions for termination set forth below, this Agreement will begin on July 1, 2021 and will end on June 30, 2022. The Agreement may be renewed from year to year, subject to an annual review of performance conducted by the County, in conjunction with the Superior Court. If the result of the review supports renewal of the Agreement, the County will provide written notice to Contractor not less than thirty (30) days prior to expiration of the contract term.

3. **Payment:**

- (a) The County agrees to pay Contractor the sum of \$85,000.00 for legal services performed during the term of this Agreement at a monthly rate of \$7,083.33, with the twelfth month rate being \$7,083.37. Monthly payments will be made on the first of each month for services rendered the preceding month. The first payment due herein shall be August 1, 2021. The Contractor shall submit to the County, on a monthly basis, a record detailing the time spent and services performed for each month. These records are to be submitted to the County on the last day of each month.
- (b) In providing the legal services required by this Agreement, Contractor will bear at his or her sole expense all normal office costs, such as and including telephone, copy expenses, computerized legal research, in-state travel, malpractice and other insurance, etc. Contractor will be entitled to funds from County for reasonable ancillary services such as the cost of experts, investigators, testing services, transcripts, etc., as determined by the Court.
- (c) Contractor will be entitled to funds from County for the reasonable cost of ancillary services, such as psychiatrists and other expert consultants or witnesses, interpreters, investigators, testing services, transcripts, out of state travel, etc., as necessary to provide a constitutionally competent legal defense. Contractor agrees that prior to utilizing any ancillary services in any individual case, Contractor will obtain the approval of the Court that the ancillary services are required for the case and that the cost is reasonable. County will be obligated to pay this amount to Contractor upon receipt of a court order. No other expenses incurred by Contractor

in the performance of this Agreement shall be reimbursed, except as mandated by the Court.

4. **Conflict of Interest or Scheduling Conflicts:** In the event that the Contractor is unable to perform the contracted services due to a conflict of interest or because of a scheduling conflict that cannot be resolved pursuant to Uniform Superior Court Rule 17, then the Contractor is to immediately notify the Court or its designee, at which time another conflict attorney under contract with the County will immediately be appointed. The existence of a conflict of interest will be determined by considering guidelines set forth by the Georgia Public Defender Standards Council (“GPDSC”) and the rules and regulations of the State Bar of Georgia. The County reserves the right to consider the number of scheduling conflicts, both during the annual review of performance and at any other time, in determining whether to renew the Agreement, or to terminate same if necessary.

5. **Duties:** The Contractor agrees to the following duties:

- (a) **Trial Counsel.** Contractor acknowledges that he/she is serving the role as Trial Counsel and shall perform all such services in accordance with applicable case law, statutes and codes regarding professional responsibility. He/she shall operate independently. Independent counsel shall be politically autonomous and free from influence, guidance or control from any other authority in the discharge of professional duties, within the bounds of the law and the Code of Professional Responsibility. (Uniform Superior Court Rule 29.11)
- (b) **Application Fee.** In the event the Contractor receives the \$50.00 application fee from a client, then Contractor agrees to report such receipt(s) on a monthly basis to the County, and to forward such funds to the County quarterly during the period of this Agreement.
- (c) **Priority Over Private Cases.** Contractor acknowledges that cases assigned to him/her pursuant to this Agreement will take precedence over **any** privately retained cases, subject to the applicability of Uniform Superior Court Rule 17.
- (d) **Assignment.** The parties recognize that the assignment of conflict defense cases to attorneys is a matter entirely within the discretion of the Court. This Agreement is based on the understanding that the Court will endeavor to assign cases to those attorneys who have contracted with the County to provide conflict indigent defense services in a manner which is consistent with Uniform Superior Court Rule 29.8. Contractor agrees that the nature and amount of work devoted to the defense of any individual defendant is a matter within the sole discretion of Contractor, and the amount of work in any case or group of cases will inevitably fluctuate over time. Contractor agrees to accept his or her proportionate share of conflict indigent defense assignments in the Superior Court of Houston County in return for the flat

rate compensation provided herein, and agrees that this Agreement provides reasonable compensation.

6. **Termination of Agreement:** Either party may terminate this Agreement without cause at any time upon thirty (30) days written notice to the other party. As to matters pending before the Court, the presiding judge will determine whether Contractor must continue representing those clients until the matter is finalized. This determination will be made on a case by case basis. Additionally, the County may terminate this Agreement at any time for good cause by providing written notice to the Contractor. Good cause includes the failure to comply with the terms of the Agreement to an extent that the delivery of services to clients is impaired or rendered impossible, or a willful disregard of the rights and best interests of clients under this Agreement such as leaves them impaired. Finally, a judge of the Superior Court for this county may remove Contractor from a particular case or from further representation under this Agreement, pursuant to its plenary authority concerning the administration of justice.

7. **Independent Contractor Relationship:** In its relationship with the County, and for the purposes of performing any services assigned under this Agreement, Contractor warrants that Contractor is an independent contractor. Contractor shall therefore be responsible for compliances with all laws, rules and regulations involving its employees and any subcontractor(s), including but not limited to employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages. Neither Contractor nor any of Contractor's agents, servants, employees, subcontractors or suppliers shall become or be deemed to become agents, servants, or employees of the County. This Agreement shall not be construed so as to create a partnership or joint venture between Contractor and the County or any of its agencies. The Contractor is and will remain an independent contractor in his or her relationship to the County. The County shall not be responsible for withholding taxes with respect to the Contractor's compensation hereunder. The Contractor shall have no claim against the County hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, unemployment insurance benefits, malpractice insurance or any other employee benefits of any kind.

8. **Indemnification:** Contractor hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless the County, its officers and employees (collectively "indemnitees") of and from any and all claims, demands, liabilities, loss, costs or expenses for any loss or damage for bodily injury (including but not limited to death), personal injury, property damage, attorneys' fees caused by, growing out of, or otherwise happening in connection with this Agreement, due to any act or omission on the part of Contractor, its agents, employees, subcontractors, or others working at the direction of Contractor or on Contractor's behalf, or due to any breach of this Agreement by Contractor.

This indemnification and release survives the termination of this Agreement and the dissolution or, to the extent allowed by law, the bankruptcy of the Contractor.

Contractor shall, at its expense, be entitled to and shall have the duty to participate in the defense of any suit against the indemnitees. No settlement or compromise of any claim, loss or damage asserted against indemnitees shall be binding upon the indemnitees unless expressly approved by the indemnitees.

9. **Contractor's Personnel:** In providing the legal services required by this Agreement, Contractor will provide, at his or her own expense, all appropriate office and legal staff as necessary to provide competent legal services in the cases covered by this Agreement. This staff may consist of such attorneys, paralegals, clerks, and any and all secretarial services, as are necessary to fully discharge in a professional manner all obligations herein assumed by Contractor. Contractor represents and warrants that at all time his personnel shall be competent and that all services rendered will be sufficient to meet all constitutional requirements relating to legal services. County expects that Contractor will provide the legal services required under the Agreement personally, and must appear personally at all court appearances, but Contractor may from time to time use other equally-competent attorneys as temporary substitutes at court appearances, if acceptable to the Court.

10. **Insurance:** Contractor shall procure and maintain insurance at its own expense that shall protect the Contractor from any claims from bodily injury, property damage, or personal injury that may arise out of operations under the Agreement. Such insurance policies shall include coverage for Workers Compensation and Malpractice/Professional Liability.

11. **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.

12. **Agreement Modification:** This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and may be altered or amended only by a subsequent written agreement of equal dignity. This Agreement supersedes all prior agreements, negotiations and communication of whatever type, whether written or oral, between the parties hereto with respect to the subject matter of this Agreement. After the Agreement has been consented to by the parties, no modifications may be made without prior notice to and approval from each party to this Agreement.

13. **Confidentiality:** The Contractor agrees to abide by all state and federal law, rules and regulations, as well as any County policies respecting confidentiality of an individual's records.

14. **Force Majeure:** Each party will be excused from performance under this Agreement to the extent that it is prevented from performing, in whole or in substantial part, due to delays caused by an act of God, civil disturbance, civil or military authority, war, court order, acts of public enemy, and such nonperformance will not be default under this Agreement nor a basis for termination for cause. If the services to be provided to the County are interrupted by a force majeure event, then the County will be entitled to an equitable adjustment to the fees and other payments due under this Agreement.

15. **Taxes:** Contractor shall forthwith pay all taxes lawfully imposed upon him/her with respect to this Agreement or any product delivered in accordance herewith. The County makes no representation whatsoever as to the liability or exemption from liability of the Contractor to any tax imposed by any governmental entity.

16. **Binding Effect:** This Agreement shall be binding upon the parties hereto, their heirs, legal representatives, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

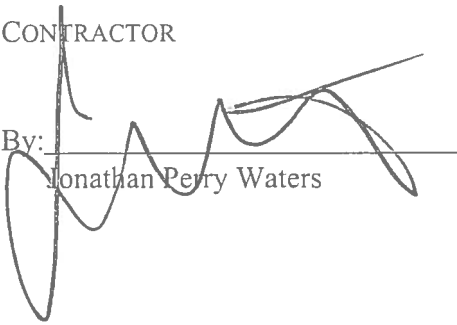
BOARD OF COMMISSIONER OF
HOUSTON COUNTY

By: _____
Tommy Stalnaker, Chairman

Attest: _____
Barry Holland,
Director of Administration

CONTRACTOR

By: _____
Jonathan Perry Waters



**INDEPENDENT CONTRACTOR AGREEMENT BETWEEN THE BOARD OF
COMMISSIONERS OF HOUSTON COUNTY AND JEFFREY L. GRUBE**

THIS AGREEMENT is made and entered into this ____ day of _____, 2021, between the Board of Commissioners of Houston County (herein referred to as “County”) and Jeffrey L. Grube an attorney duly admitted into the State Bar of Georgia to practice law, (herein referred to as “Contractor”), and is effective July 1, 2021.

WITNESSETH:

WHEREAS, the County and Contractor enter this agreement to provide for defense of certain indigent persons pursuant to constitutional and statutory requirements, as well as the requirements of Uniform Superior Court Rule 29; and

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

WHEREAS, the County, together with the Superior Court for the Houston Judicial Circuit, establishes the procedure for providing legal representation in cases where the Houston County Public Defender’s Office has a conflict of interest; and

WHEREAS, the Contractor is qualified to provide effective and adequate legal representation to indigent persons charged with a criminal offense; and

WHEREAS, the Contractor has met all of the qualifications to apply for the contract to provide legal defense services in cases where the Houston County Public Defender’s Office has declared a conflict of interest and is the successful applicant; and

WHEREAS, it is the intent of the parties to this Agreement to provide adequate and effective legal representation to indigent defendants consistent with all constitutional, statutory and Uniform Rule requirements.

NOW THEREFORE, in consideration of the mutual covenants, promises and benefits contained in the Agreement, IT IS AGREED AS FOLLOWS:

1. **Nature of Service:** In accordance with the terms and conditions of this Agreement and with all applicable statutes and rules, Contractor agrees to provide legal representation to indigent defendants in cases where the Houston County Public Defender’s Office (herein referred to as the “Public Defender”) has determined that there is a conflict of interest that prevents the Public Defender from providing legal representation to those indigent defendants in the following courts and proceedings:

- (a) Cases prosecuted in Superior Court for the Houston Judicial Circuit 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;
- (b) Probation revocation proceedings in the Superior Court for the Houston Judicial Circuit;
- (c) Direct appeals which are first appeals, not discretionary appeals, from a decision in the cases described above.

2. **Term:** Subject to provisions for termination set forth below, this Agreement will begin on July 1, 2021 and will end on June 30, 2022. The Agreement may be renewed from year to year, subject to an annual review of performance conducted by the County, in conjunction with the Superior Court. If the result of the review supports renewal of the Agreement, the County will provide written notice to Contractor not less than thirty (30) days prior to expiration of the contract term.

3. **Payment:**

- (a) The County agrees to pay Contractor the sum of \$85,000.00 for legal services performed during the term of this Agreement at a monthly rate of \$7,083.33, with the twelfth month rate being \$7,083.37. Monthly payments will be made on the first of each month for services rendered the preceding month. The first payment due herein shall be August 1, 2021. The Contractor shall submit to the County, on a monthly basis, a record detailing the time spent and services performed for each month. These records are to be submitted to the County on the last day of each month.
- (b) In providing the legal services required by this Agreement, Contractor will bear at his or her sole expense all normal office costs, such as and including telephone, copy expenses, computerized legal research, in-state travel, malpractice and other insurance, etc. Contractor will be entitled to funds from County for reasonable ancillary services such as the cost of experts, investigators, testing services, transcripts, etc., as determined by the Court.
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in the performance of this Agreement shall be reimbursed, except as mandated by the Court.

4. **Conflict of Interest or Scheduling Conflicts:** In the event that the Contractor is unable to perform the contracted services due to a conflict of interest or because of a scheduling conflict that cannot be resolved pursuant to Uniform Superior Court Rule 17, then the Contractor is to immediately notify the Court or its designee, at which time another conflict attorney under contract with the County will immediately be appointed. The existence of a conflict of interest will be determined by considering guidelines set forth by the Georgia Public Defender Standards Council (“GPDSC”) and the rules and regulations of the State Bar of Georgia. The County reserves the right to consider the number of scheduling conflicts, both during the annual review of performance and at any other time, in determining whether to renew the Agreement, or to terminate same if necessary.

5. **Duties:** The Contractor agrees to the following duties:

- (a) **Trial Counsel.** Contractor acknowledges that he/she is serving the role as Trial Counsel and shall perform all such services in accordance with applicable case law, statutes and codes regarding professional responsibility. He/she shall operate independently. Independent counsel shall be politically autonomous and free from influence, guidance or control from any other authority in the discharge of professional duties, within the bounds of the law and the Code of Professional Responsibility. (Uniform Superior Court Rule 29.11)
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rate compensation provided herein, and agrees that this Agreement provides reasonable compensation.

6. **Termination of Agreement:** Either party may terminate this Agreement without cause at any time upon thirty (30) days written notice to the other party. As to matters pending before the Court, the presiding judge will determine whether Contractor must continue representing those clients until the matter is finalized. This determination will be made on a case by case basis. Additionally, the County may terminate this Agreement at any time for good cause by providing written notice to the Contractor. Good cause includes the failure to comply with the terms of the Agreement to an extent that the delivery of services to clients is impaired or rendered impossible, or a willful disregard of the rights and best interests of clients under this Agreement such as leaves them impaired. Finally, a judge of the Superior Court for this county may remove Contractor from a particular case or from further representation under this Agreement, pursuant to its plenary authority concerning the administration of justice.

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This indemnification and release survives the termination of this Agreement and the dissolution or, to the extent allowed by law, the bankruptcy of the Contractor.

Contractor shall, at its expense, be entitled to and shall have the duty to participate in the defense of any suit against the indemnitees. No settlement or compromise of any claim, loss or damage asserted against indemnitees shall be binding upon the indemnitees unless expressly approved by the indemnitees.

9. **Contractor's Personnel:** In providing the legal services required by this Agreement, Contractor will provide, at his or her own expense, all appropriate office and legal staff as necessary to provide competent legal services in the cases covered by this Agreement. This staff may consist of such attorneys, paralegals, clerks, and any and all secretarial services, as are necessary to fully discharge in a professional manner all obligations herein assumed by Contractor. Contractor represents and warrants that at all time his personnel shall be competent and that all services rendered will be sufficient to meet all constitutional requirements relating to legal services. County expects that Contractor will provide the legal services required under the Agreement personally, and must appear personally at all court appearances, but Contractor may from time to time use other equally-competent attorneys as temporary substitutes at court appearances, if acceptable to the Court.

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16. **Binding Effect:** This Agreement shall be binding upon the parties hereto, their heirs, legal representatives, successors, and assigns.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

BOARD OF COMMISSIONER OF
HOUSTON COUNTY

By: _____
Tommy Stalaker, Chairman

Attest: _____
Barry Holland,
Director of Administration

CONTRACTOR

By:  _____
Jeffrey L. Grube

Utility Engineer Brian Jones has requested approval to purchase 6.44 acres at 134 Bear Branch Road to be used as a remote production well site for the new water treatment facility. The negotiated price is \$180,000 to include earnest money of \$27,000. This option to purchase will allow the County to drill a test well on the site. If it is deemed viable and approved by the EPD, the County will go forward with the full purchase. If the test well fails or is deemed unsuitable by EPD the property owners would be entitled to keep the earnest money.

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

the Option to Purchase property known as Tax Parcel 001060 012000 containing 6.44 acres from Kathy F. Todd, John William Britt, Jr., and Bridgette Renee Bennett to be used as a remote production well for the Bear Branch Water Treatment Facility for a purchase price of \$180,000 to include earnest money of \$27,000.



HOUSTON COUNTY
PUBLIC WORKS DEPARTMENT

2018 Kings Chapel Road
Perry, Georgia 31069
478) 987-4280 • Fax (478) 988-8007

MEMORANDUM

To: Houston County Board of Commissioners

From: Brian Jones, Utility Engineer *BJ*

Date: Wednesday, June 9, 2021

CC: Robbie Dunbar, Director of Operations

RE: Option to Purchase site for Remote Well for Bear Branch Water Treatment Facility

OK
[Signature]

Please consider this request to approve an Option to Purchase 6.44 acres located at 134 Bear Branch Road. The parcel is proposed to be used as a remote production well site for the Bear Branch Water Treatment Facility. The negotiated price to purchase the parcel is \$180,000. As a result of the negotiations, earnest money of \$27,000 (15%) is required.

The Option gives permission for the County to drill a test well to evaluate the suitability of the site for a production well. It is after the site is investigated by Carter & Sloope, the Water Department consulting engineers, and approved by EPD, that the site could be purchased for the \$180,000. The \$27,000 earnest money would be applied to the purchase price.

If the test well proves unsatisfactory or is considered unsuitable by EPD then the current owners of the property would be entitled to keep the earnest money.

Gary Garrard of Appraisal Services investigated parcel and found it to be worth \$170,000. For your reference, I have attached a copy of the Option to Purchase and a map showing the location of the site and the Bear Branch Water Treatment Facility.

APPRAISAL SERVICES

Real Estate Valuations

107 Park Ave
Warner Robins, GA 31093

478-922-7800 (V)
478-922-7279 (F)

May 28, 2021

Houston County Water Department
2018 Kings Chapel Road
Perry, Georgia 31069

Reference: 134 Bear Branch Road
Kathleen, Georgia 31047
Kathy F. Todd & John William Britt, Jr.etal - Owner

Dear Client:

As per your request, I have made an inspection and appraisal of the land and existing improvements comprising the above referenced property. This is a Restricted Use Appraisal Report which is intended to comply with the reporting requirements set forth under the Uniform Standards of Professional Appraisal Practice for a restricted Appraisal Report.

As such, it presents no discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated below. The appraiser is not responsible for unauthorized use of this report

As a result of the inspections, investigations and analysis of available data as outlined in the accompanying report, it is my opinion that the Market Value "as is" of the fee simple title of the subject property as of May 20, 2021 is:

ONE HUNDRED AND SEVENTY THOUSAND DOLLARS
(\$170,000.00)

Transmittal Letter to Houston County Water Department
May 30, 2021
Page 2

To develop the opinion of value, the appraiser performed an appraisal process, as defined by the *Uniform Standards of Professional Appraisal Practice*. The sales comparison approach is the only approach utilized by request of the client.

The global outbreak of a "novel coronavirus" known as COVID-19 was officially declared a pandemic by the World Health Organization (WHO). The reader is cautioned, and reminded that the conclusions presented in this appraisal report apply only as of the effective date(s) indicated. The appraiser(s) makes no representation as to the effect on the subject property of any unforeseen event, subsequent to the effective date of the appraisal.

Enclosed with this letter is my report which describes the methods of approach, and the analysis underlying the conclusion. The reader is directed to the Certification, Assumptions and Limiting Conditions contained in the Addendum.

This report is intended for the use only by Houston County Water Department. The appraiser does not intend use of this report by others. The intended use is to determine the market value of the subject to aid the client for internal reasons. The appraisal may be used only by the intended user and for the intended use stated above.

I certify I have not made a previous appraisal or performed services on the subject property in the 3 years preceding this analysis.

Marketing Period is estimated at 6 months; Exposure Time is estimated at 6 months;

Thank you for the privilege of serving you.

Sincerely,

APPRAISAL SERVICES



S. Gary Garrard
Staff Appraiser
Georgia CGPRA License #001408

INITIAL THIS DOCUMENT IS NON-BINDING TO BOTH
K.T. K PARTIES UNLESS/UNTIL APPROVED BY
J.W.B. JWB THE BOARD OF COMMISSIONERS.
B.B. BB

OPTION TO PURCHASE Bear Branch Water Treatment Facility Remote Well

For and in consideration of the sum of \$27,000.00, the receipt whereof is hereby acknowledged, the undersigned, Kathy F. Todd, John William Britt, Jr., and Bridgette Renee Bennett, hereinafter referred to as "Optionor", hereby convey to The Board of Commissioners of Houston County, their successors or assigns, hereinafter referred to as "Optionee", the rights hereinafter enumerated with the respect to the following described property, to wit: all that tract or parcel of land lying and being in Land Lot 224, Tenth District, Houston County, Georgia, said tract of land depicted as Tax Assessors Parcel ID 001060 012000 containing 6.44 acres, specifically described in Exhibit "A", attached hereto and by reference made a part of.

An option to buy said property at any time from the date hereof to December 31st, 2021, at a price of \$180,000.00. Time is of the essence of this contract and should the optionee decide to exercise this Option to Purchase, the purchase money shall be paid in cash. The \$27,000.00 option money paid by Optionee shall be applied to the Purchase Price of the property. Upon payment of the said sum, the undersigned agrees to convey a good and sufficient title to the property free of all liens and encumbrances, in fee simple with full warrant of title. All closing cost in connection with the said property shall be paid by the Houston County Board of Commissioners.

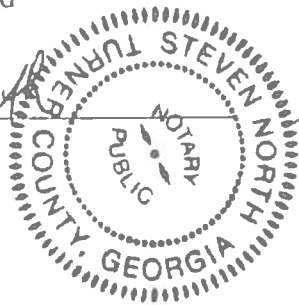
Optionee shall have the right to drill a test well on the aforesaid property. If the test well proves unsatisfactory for Optionee's purpose or is considered unsuitable by State of Georgia Environmental Protection Division then this Option shall be null and void and the test well will become the property of the Optionor and Optionor shall be entitled to keep the option paid hereunder.

This option shall bind the heirs, successors, and assigns of the undersigned. The option granted and conveyed herein shall be irrevocable for the period of time stated above.

WITNESS the hand and seal of the undersigned this 20 day of May, 2021.

Signed and delivered
in the presence of:

Steve North
NOTARY PUBLIC



Kathy F. Todd (LS)
KATHY F. TODD

John William Britt, Jr. (LS)
JOHN WILLIAM BRITT, JR

Bridgette Renee Bennett (LS)
BRIDGETTE RENEE BENNETT

EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot No. 244, 10th Land District of Houston County, Georgia, the same comprising 7.0 acres of land in said Land Lot No. 244, the same having such shapes, metes, bounds, courses and distances as shown on a plat of survey the same prepared by Rhodes Sewell, State Surveyor No. 160, on October 2, 1958 a copy of same being of record in Map Book 5, page 134, Clerk's Office, Houston Superior Court Said plat of survey and the record thereof are hereby referred to and made a part of this description by reference thereto.

All that tract or parcel of land in Land Lot 244 of the Tenth Land District of Houston County, Georgia. The same comprising a rectangular strip of land 68 feet in width and 1,210 feet in length, more or less, same immediately west of a seven (7) acre tract of land shown and designated on a plat of survey prepared by Rhodes Sewell, Surveyor, on October 2, 1958, a copy of said plat of survey being of record in Map Book 5, page 134, Clerk's Office, Houston Superior Court, the same hereby referred to and made a part of this description by reference thereto for all purposes. Said property is the same property as conveyed to Joe Kovac and Mary S. Kovac by General Warranty Deeds recorded in Deed Book 128, page 325 and Deed Book 157, page 340, Clerk's Office, Houston Superior Court.

(Continued)

LESS AND EXCEPT

All that tract or parcel of land situate, lying and being in Land Lot 244 of the 10th Land District of Houston County, Georgia, containing 2.561 acres and being more particularly described according to plat prepared by Donaldson, Garrett & Associates, Inc. on May 29, 1997, revised August 26, 1997 and revised November 18, 1999, a copy of which is of record in Plat Book 55, page 63, Clerk's Office, Houston Superior Court, which said plat is by this reference thereto incorporated herein for the purpose of a more particular and accurate description of said 2.561 acres hereby conveyed.

Said 2.561 acres is more particularly described according to said last mentioned plat as follows: BEGINNING at the intersection of the southerly right of way of Bear Branch Road (80' R/W) and the westerly right of way of Westlake Road (40' R/W); run thence along the westerly right of way of Westlake Road south 06 degrees 21 minutes 45 seconds east for a distance of 689.7 feet to the northwesterly corner of Lot No. 1 of Section D of Kathleen Lakeside Subdivision; run thence along the westerly line of Lot No. 1 south 06 degrees 21 minutes 45 seconds east for a distance of 151.0 feet to an iron pin (1/2" rebar), which is the POINT OF BEGINNING; from the POINT OF BEGINNING run thence south 06 degrees 21 minutes 45 seconds east for a distance of 350 feet to an iron pin; run thence south 88 degrees 06 minutes 28 seconds west for a distance of 319.69 feet to an iron pin; run thence north 06 degrees 21 minutes 45 seconds west for a distance of 350.00 feet to an iron pin; run thence north 88 degrees 06 minutes 28 seconds east for a distance of 319.69 feet to the POINT OF BEGINNING.

The property hereinabove described and conveyed is a portion of the property conveyed to Joe Kovac and Mary B. Kovac by the following conveyances:

- 1) Warranty deed from M.L. Rackley, Sr. and M.L. Rackley, Jr. dated October 20, 1958 and recorded in Deed Book 128, page 325, Clerk's Office, Houston Superior Court;
- 2) Warranty deed from M.L. Rackley, Sr. and M.L. Rackley, Jr. dated April 28, 1960 and recorded in Deed Book 157, page 340, Clerk's Office, Houston Superior Court.

ALSO, hereby conveyed is a non-exclusive perpetual 30-foot ACCESS & UTILITY EASEMENT, containing 0.578 acres and more particularly described according to plat of record in Plat Book 55, page 63, Clerk's Office, Houston Superior Court, which said plat is by this reference thereto incorporated herein for the purpose of a more particular and accurate description of said non-exclusive perpetual 30-foot ACCESS & UTILITY EASEMENT.

Said ACCESS & UTILITY EASEMENT is more particularly described according to the plat hereinlast described as follows: BEGINNING at the intersection of the southerly right of way of Bear Branch Road (80' R/W) and the right of way of Westlake Road (40' R/W); thence along the westerly right of way of Westlake Road south 06 degrees 21 minutes 45 seconds east for a distance of 840.69 feet to a POINT; run thence south 88 degrees 06 minutes 28 seconds west for a distance of 30.09 feet to a point; run thence north 06 degrees 21 minutes 45 seconds west for a distance of 838.34 feet to a point on the southerly right of way of Bear Branch Road; thence north 81 degrees 38 minutes 15 seconds east for a distance of 30 feet to the POINT OF BEGINNING.



**REMOTE
WELL
SITE**

**BEAR
BRANCH
WATER
TREATMENT
FACILITY**

LOCATION MAP

The Purchasing Department solicited prices for an emergency purchase of a Sheriff's Department SUV to replace one that was totaled in a recent accident. The County was not at fault in this accident and has accepted an insurance settlement of \$27,397.86. Purchasing recommends buying the replacement vehicle, a 2021 Ford Explorer, from Phil Brannen Ford at a cost of \$31,911.75. The difference of \$4,513.89 will be reimbursed by Sheriff Talton with Drug Funds.

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

to ratify the purchase of one new 2021 Ford Explorer SUV from Phil Brannen Ford of Perry for use in the Houston County Sheriff's Department Narcotics Division for the unit cost of \$31,911.75. An insurance settlement of \$27,397.86 plus \$4,513.89 from Drug Funds will fund the purchase of this vehicle.



**HOUSTON COUNTY BOARD OF COMMISSIONERS
PURCHASING DEPARTMENT**

2020 KINGS CHAPEL ROAD • PERRY, GEORGIA 31069-2828
(478) 218-4800 • FACSIMILE (478) 218-4805

MARK E. BAKER
PURCHASING AGENT

MEMORANDUM

TO: Houston County Board of Commissioners
FROM: Mark E. Baker
CC: Barry Holland
DATE: June 7, 2021
SUBJECT: Purchase of One (1) New 2021 Ford Explorer

The Purchasing Department needed to make an Emergency purchase of (1) New 2021 Ford Explorer for the Houston County Narcotics Division from Phil Brannen Ford of Perry at a cost of \$31,911.75. This is a replacement vehicle is due to a not at fault collision totaling a 2020 Ford Explorer with an insurance settlement of \$27,397.86. The difference of \$4,513.89 will be reimbursed by the Sheriff's Drug Funds.

The 2021 Ford Explorer will be charged as follows:

Quantity	Budget	Department	Placement	Total Cost
1	100-3300-54.2200	3300	Patrol	\$31,911.75

5

Bids were solicited for gasoline and diesel fuel requirements for the period beginning July 1, 2021 thru June 30, 2022. Seven bids were received, and the Purchasing Department recommends award to low bidder Petroleum Traders.

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
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the award of a bid for gasoline and diesel fuel requirements covering the period beginning July 1, 2021 through June 30, 2022 to Petroleum Traders of Ft. Wayne, Indiana at -0.1882 and -0.0282 OPIS markup for gasoline and diesel fuel, respectively.



HOUSTON COUNTY BOARD OF COMMISSIONERS
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2020 KINGS CHAPEL ROAD • PERRY, GEORGIA 31069-2828
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MARK E. BAKER
PURCHASING AGENT

Memorandum

To: Houston County Board of Commissioners
From: Mark Baker, Purchasing Director *MEB*
cc: Barry Holland, Director of Administration
Date: June 3, 2021
Re: Unleaded Plus Gasoline (10% Ethanol) / Diesel Fuel Bid Recap

Bids were solicited for gasoline and diesel fuel requirements covering the period beginning July 1, 2021 and continuing through June 30, 2022. seven (7) bids were received and are recapped as follows:

Bidders	E10 Unl Plus 89 Octane	Diesel – Ultra Low Sulfur	Average
Petroleum Traders, Ft Wayne IN	-0.1882	-0.0282	-0.10820
Colonial Oil Industries, Inc., Savannah GA	-0.1451	0.0187	-0.06320
Gladieux Trading & Marketing Co. Lp., Ft Wayne IN	-0.0762	-0.0263	-0.05125
Campbell Oil Co. , Elizabethtown NC	-0.0659	-0.0253	-0.04560
TAC Energy, Dallas TX	-0.0747	-0.0097	-0.04220
Mansfield Oil Co, Gainesville GA	-0.0466	0.0008	-0.02290
American Textile Systems, Santa Fe Springs CA	0.2714	0.2914	0.28140

Prices are quoted based on a cents-per-gallon mark-up on the State of Georgia OPIS average daily price quote and include freight charges. Prices do not include GUST and applicable taxes.

Petroleum Traders is Low Average Bid on both fuels.

Request approval to award contract to **Petroleum Trader** for the period indicated.

6

The Peaches to Beaches Annual Yard Sale event is scheduled to be held on Friday, August 6 thru Saturday August 7th. The County has allowed the event organizers to use the Houston County Government Building grounds and parking lot in years past. This agreement between the County, the Perry Area Convention and Visitors Bureau, the Explore HWY 341, Inc. Association, the Perry Lions Club, and the City of Perry formalizes the agreement.

The main parking lot of the building will remain open for building staff members and citizens who need to avail themselves of those departments (Board of Elections, County Extension Office and the NRCS office).

Motion by _____, second by _____ and carried _____ to

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- table
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Chairman Stalnaker to sign the agreement between the County, the Perry Area Convention and Visitors Bureau, the Explore HWY 341 Association, the Perry Lions Club, and the City of Perry allowing the use of a portion of the grounds of the Houston County Government Building during the Peaches to Beaches Annual Yard Sale event held August 6, 2021 through August 7, 2021.

Agreement

This Agreement made and entered into this _____ day of _____, 2021, by and between the Board of Commissioners of Houston County, hereinafter referred to as "County" and the Explore HWY 341, Inc., hereinafter referred to as "Association" and Perry Area Convention and Visitors Bureau, hereinafter referred to as "CVB" and the Perry, Georgia Lions Club, hereinafter referred to as "Club" and the City of Perry, hereinafter referred to as "Perry".

Whereas, the Association, CVB, and Club sponsor and event known as Peaches to the Beaches Annual Yard Sale to be held August 6, 2021 to August 7, 2021, and

Whereas, the County allows the use of portions of the grounds of the Houston County Government Building located at 801 Main Street, Perry, Georgia, this use does not include the building itself, hereinafter referred to as "Property"; and

Whereas, the Parties desire to establish parameters for the use of the Property and indemnification for the property owner.

Now Therefore, in consideration of the mutual benefits flowing to the Parties it is agreed as follows:

1.

County will allow vendors of the Association, CVB, and Club without charge to use the grounds of the Property with the exception of the main parking lot adjacent to Main Street. This use will commence at Thursday, August 5, 2021 at 10:00 am and end Saturday, August 7, 2021 at 8:00 pm

2.

One entrance to the main parking lot of the Property will be barricaded and the other entrance will remain open for employees and visitors only to access the Property from Thursday, August 5, 2021 at 8:00 am through Friday, August 6, 2021 at 5:30 pm. During this time Association, CVB, and Club will work with Perry in order to provide law enforcement officer to ensure that only employees and visitors for businesses in the Property are allowed to park there. After said time the main parking lot may be used by visitors to the event for parking.

3

It is understood that no public streets will be closed during the hours of business for businesses in the Property that would impede access to the main parking lot located on Main Street.

4

Association, CVB, and Club do hereby agree to indemnify and hold the County harmless from all loss, obligations or liabilities whatsoever regarding any damage to the Property or improvements and any accident, injury or death resulting from the use of the Property by Association, CVB, Club or its participants. The obligation to indemnify the County shall be deemed to include any attorneys' fees and expenses of 'litigation' reasonably incurred by the County in defense of any claim or action brought against the County for which Association, CVB, and Club has agreed to indemnify the County pursuant to this paragraph.

Association, CVB, and Club their agents and representatives will ensure the return of the site in its pre-event conditions, including the removal of all unsold items and trash. The Association, CVB, and Club shall not use any marking paint to designate vendor booths on the concrete, grass, sidewalk or asphalt and further no stakes shall be driven into any asphalt.

6.

This Agreement shall be construed in accordance with and governed by the laws of the state of Georgia.

7.

This Agreement shall be binding upon and ensure to the benefit of the respective parties hereto, their heirs, legal representatives, successors and assigns.

So Agreed the day and year first written above.

Board of Commissioners of
Houston County

By: _____
Chairman

Attest: _____
Director of Administration

Explore HWY 341, Inc

By: Rebecca E. Isa
Title: member

Attest: [Signature]
Title: organizer

Perry Area Convention and Visitors Bureau

By: Rebecca E. Isa
Title: VP

Attest: [Signature]
Title: organizer

City of Perry, Georgia

By: [Signature]
Title: Mayor

Attest: [Signature]
Title: organizer

Perry, Georgia Lions Club

By: [Signature] 19 May 2021
Title: President, Perry Lions Club

Attest: [Signature]
Title: organizer

Summary of bills by fund:

• General Fund (100)	\$1,415,338.82
• Emergency 911 Telephone Fund (215)	\$ 12,867.05
• Fire District Fund (270)	\$ 8,255.43
• 2006 SPLOST Fund (320)	\$ 5,588.10
• 2012 SPLOST Fund (320)	\$ 174,112.27
• 2018 SPLOST Fund (320)	\$ 725,575.33
• Water Fund (505)	\$ 268,123.13
• Solid Waste Fund (540)	\$ <u>222,005.86</u>
Total for all Funds	\$2,831,865.99

Motion by _____, second by _____ and carried _____ to

- approve
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the payment of the bills totaling \$2,831,865.99

Chairman Stalnaker will make a presentation on the proposed FY22 budget to be followed immediately after by a public hearing.

9

Public hearing on FY22 budget and announcement that the FY22 budget will be formally adopted at a special-called meeting held on Tuesday, June 22nd at 5:00 p.m. in the Commissioner's Board Room at the County Annex in Warner Robins.