



Office of the Public Defender
Cordele Judicial Circuit
Kyle B. Hollomon, Circuit Public Defender

716 B 16th Avenue East
Cordele, Georgia 31015
(P) 229-276-2768 (F) 229-273-5396

June 26, 2026

Hal Wiley, Chairman
Ben Hill County Board of Commissioners
402-A East Pine Street
Fitzgerald, Georgia 31050

Mr. Wiley,

Please find enclosed the Contract for Fiscal Year 2026-27 which requires your signature. Once the Contract is signed, please let us know and we will pick it up. As always, we appreciate Ben Hill County's continued support. If you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in blue ink, reading "Kyle B. Hollomon".

Kyle B. Hollomon
Circuit Public Defender

Encl.



AGREEMENT

Between the Georgia Public Defender Council and the Ben Hill County Board of Commissioners For the fiscal period of July 1, 2026 – June 30, 2027

THIS AGREEMENT is entered into the 1st day of July 2026, among the Georgia Public Defender Council (herein referred to as “**GPDC**”), the Circuit Public Defender Office of the Cordele Judicial Circuit (herein referred to as the “**Public Defender Office**”), and the governing authority of Ben Hill County, a body politic and a subdivision of the State of Georgia (herein referred to as the “**County**”). This agreement is effective July 1, 2026.

WITNESSETH:

WHEREAS, GPDC, the Public Defender Office, and the County enter into this agreement to implement the provisions of the Georgia Indigent Defense Act of 2003 (herein referred to as “**IDA**”), as amended; and

WHEREAS, GPDC is existing under the laws of the State of Georgia; and

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

WHEREAS, GPDC is the fiscal officer for the Public Defender Office; and

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

WHEREAS, it is the intent of the parties to this agreement to provide for the operation of an indigent defense system for the Cordele Judicial Circuit to assure that adequate and effective legal representation is provided, independent of political considerations or private interests, to indigent defendants in criminal cases consistent with the standards adopted by GPDC. This system and this agreement include the following:

- 1) The provision by the Public Defender Office of the statutorily required services to the County;
- 2) The provision by the County of its pro rata share of the costs of appropriate offices, utilities, telephone expenses, materials, supplies, and additional personnel salaries and salary supplements as may be necessary to equip, maintain, and furnish the office or offices of the circuit public defender in an orderly and efficient manner;
- 3) Optional provisions; and
- 4) The provision for other matters necessary to carry out this agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises contained in the agreement and for Ten Dollars (\$10) and other good and valuable consideration, **IT IS AGREED AS FOLLOWS:**

ARTICLE 1 STATUTORY PERSONNEL

Section 1.01 Statutory Staffing. GPDC, through the Public Defender Office, agrees to provide for the Cordele Judicial Circuit full-time staff for a circuit public defender office or offices consisting of the following personnel: a circuit public defender; an assistant public defender for each superior court judge authorized for the circuit, excluding the chief judge and senior judges; an investigator; and two additional persons to perform administrative, clerical or paraprofessional services.

Section 1.02 Statutory Services. The Public Defender Office agrees to provide representation to indigent defendants in the following cases:

- 1) Felony and misdemeanor cases prosecuted in the Superior Court of Ben Hill County under the laws of the State of Georgia in which there is a possibility that a sentence of imprisonment or probation or suspension of sentence of imprisonment may be adjudged;
- 2) Hearings in the Superior Court of Ben Hill County on a revocation of probation;
- 3) Cases prosecuted in the Juvenile Court of Ben Hill County in which a child may face a disposition in a delinquency case of confinement, commitment or probation; and
- 4) Direct appeals from a decision in cases described in (1), (2), and (3) above.

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

ARTICLE 2

PROVISION BY THE COUNTY OF ITS PRO RATA SHARE OF THE COSTS OF APPROPRIATE OFFICES, UTILITIES, TELEPHONE EXPENSES, MATERIALS, SUPPLIES, AND ADDITIONAL PERSONNEL SALARIES AND SALARY SUPPLEMENTS AS MAY BE NECESSARY TO EQUIP, MAINTAIN, AND FURNISH THE OFFICE OR OFFICES OF THE CIRCUIT PUBLIC DEFENDER.

Section 2.01 Office Expenses. The County agrees to pay its pro rata share of the budget provided in Attachment A, which is the budget for appropriate offices, utilities, telephone expenses, materials, supplies, and additional personnel salaries and salary supplements to equip, maintain, and furnish the office or offices of the Public Defender Office plus a 5% administration fee to GPDC. The 5% administration fee is determined by the total amount of the County's pro rata share of the operating expenses. Attachment A is incorporated into this agreement by reference. The County agrees to pay in monthly installments by the first of each month to GPDC.

Section 2.02 Administration of office expenses. GPDC agrees to be the fiscal agent for the administration of office expenses. GPDC will process and mail checks in payment of invoices approved by the Circuit Public Defender, drawn on those County funds made payable to vendors at the addresses shown on the invoices. "Payment" for purposes of this agreement means preparation of a check by GPDC in its normal course and procedure and its mailing in properly addressed envelope with sufficient postage by deposit into the United States Mail.

Section 2.03 Procedure for payment. The County or the Public Defender Office, or both, will make purchases and enter into financial obligations for office expenses. Upon approval by the Circuit Public Defender, an invoice will be transmitted to GPDC. GPDC shall pay the amount stated on the invoice with funds provided by the County for the purpose of paying for such expenses. The payment of the office expenses under this agreement will be paid only out of County funds supplied to GPDC for the sole purpose of paying for office expenses.

Section 2.04 Responsibility. The County will deliver funds to GPDC at its own risk until receipt is acknowledged by GPDC. GPDC's sole duty with regard to County funds, other than their proper expenditure, will be their deposit into a state depository demand account. Interest, if any, will accrue to the general fund of the state treasury. GPDC bears responsibility for properly remitting payment for invoices approved by the Circuit Public Defender provided sufficient funds from the County exist. The County bears the legal responsibility for any claim that arises from the GPDC's inability to remit payment due to insufficient funds for said office expenses.

Section 2.05 Limitation of liability. Under no circumstances shall GPDC be obligated to pay for the office expenses out of funds other than those provided by the County for that purpose. Without limiting the foregoing, GPDC is not obligated to pay for office expenses out of state funds or other funds available to GPDC. GPDC undertakes only to receive funds from the County and to process and mail checks in payment of invoices approved by the Circuit Public Defender. GPDC shall have no further legal obligation in any circumstance or event beyond the amount of funds received from the County for the purpose of paying for office expenses under this agreement. In the event that GPDC fails to make payment on an invoice that has been properly processed and county funds are available, the exclusive remedy for any tort claim against GPDC will be governed by the Georgia Tort Claims Act.

Section 2.06 Taxes. The County will pay all taxes lawfully imposed upon it with respect to office expenses. GPDC makes no representation whatsoever as to the liability or exemption from liability of the County to any tax imposed by any governmental entity.

ARTICLE 3

OPTIONAL PROVISIONS

Section 3.01 Additional State-Funded Personnel. Because of the unique needs of the Cordele Judicial Circuit, GPDC agrees to create and fund two additional assistant public defender positions in the Public Defender Office for the 2026–2027 fiscal year. These positions are in addition to the state-funded positions specifically mandated by the IDA. Authority to create and fund this position flows from O.C.G.A. § 17-12-27(a)(2). Furthermore, GPDC agrees to continue funding an Office Manager/Budget Analyst position in the Public Defender Office for the 2026-27 fiscal year.

Section 3.02 Additional County-Funded Personnel. Because of the unique needs of the Cordele Judicial Circuit, the County agrees to fund a pro rata share of two additional personnel positions and attorney salary supplements in the Public Defender Office for the 2026–2027 fiscal year, as described in Attachment A. The funds allotted for the two additional personnel positions may be used to fund positions not to exceed the amount allotted in Attachment A for such positions. These positions will be funded by the County along with the other three counties comprising the Cordele Judicial Circuit and will be administered by GPDC as contemplated in O.C.G.A. § 17-12-32.

ARTICLE 4

MISCELLANEOUS

Section 4.01 Term. The term of this agreement is 12 months beginning July 1, 2026 and ending June 30, 2027.

Section 4.02 Maintenance of effort. The County agrees that it will continue to fund indigent defense for the term of this agreement, at a minimum, at the level of its most recent budgeted level of funding (the current fiscal year or the planned budget for the next fiscal year if that budget has already been developed) for indigent defense. As part of this support, each county comprising the Cordele Judicial Circuit agrees to provide space, equipment, operating expenses, and the above-stated additional personnel positions and salary supplements as necessary to effectively operate the Public Defender Office.

Section 4.03 Severability. Any section, subsection, paragraph, term, condition, provision or other part (herein after collectively referred to as “part”) of this agreement that is judged, held, found, or declared to be

voidable, void, invalid, illegal, or otherwise not fully enforceable shall not affect any other part of this agreement, and the remainder of this agreement shall continue to be of full force and effect. Any agreement of the parties to amend, modify, eliminate, or otherwise change any part of this agreement shall not affect any other part of this agreement, and the remainder of this agreement shall continue to be of full force and effect.

Section 4.04 Cooperation, dispute resolution and jurisdiction.

(a) GPDC, the Public Defender Office and the County acknowledge that this agreement may need to be revised periodically to address new or unforeseen matters.

(b) Each party to this agreement agrees to cooperate with the other party to effectuate and carry out the intent of this agreement.

(c) This agreement, and the rights and obligations of the parties, are governed by, and subject to and interpreted in accordance with the laws of the State of Georgia. The parties acknowledge and agree that by law, the exclusive jurisdiction for contract actions against the state, departments and agencies of the state, and state authorities is the Superior Court of Fulton County, Georgia. The parties further acknowledge that the Fulton Superior Court has a court sponsored Arbitration and Mediation Program in which the parties agree to fully participate.

Section 4.05 Notice. A notice to a party to this agreement shall be made in writing and shall be delivered by first class mail or personally to the person and at the address indicated below:

**Office of the Public Defender Cordele Judicial Circuit
Kyle Hollomon, Circuit Public Defender
716-B 16th Ave. East
Cordele, GA 31015
229-276-2768**

**Ben Hill County Board of Commissioners
Hal Wiley, Chairman
402 A East Pine Street
Fitzgerald, Georgia 31750
229-426-5100**

**Georgia Public Defender Council
Omotayo Alli, Executive Director
270 Washington Street, Suite 6079
Atlanta, GA 30334
404-795-2504**

Section 4.06 Agreement modification. This agreement, including all attachments hereto, 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; provided, however, that the parties' representatives identified in Section 4.05 may agree in writing by an exchange of letter or emails prior to the budget revision becoming effective to budget revisions which do not increase or decrease the total dollar value of the agreement. This agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to the subject matter of this

**CORDELE JUDICIAL CIRCUIT PUBLIC DEFENDER
PROPOSED BUDGET - FY July 1, 2026 to June 30, 2027**

STATE FUNDED - Public Defender and Assistants

	Name	Salaries	FICA	Retirement	Health Insurance	Unemployment	Total	
			7.65% of Salary	32.51% of Salary	29.454% of Salary	\$31 per Position		
	Circuit Public Defender (Kyle Hollomon)	1	\$ 133,000.00	\$ 10,174.50	\$ 43,238.30	\$ 39,173.82	\$ 31.00	\$ 225,617.62
	APD- Chief (Rodney Miles)	1	\$ 88,000.00	\$ 6,732.00	\$ 28,608.80	\$ 25,919.52	\$ 31.00	\$ 149,291.32
	APD - Atty 3 (Vacant)	1	\$ 82,000.00	\$ 6,273.00	\$ 26,658.20	\$ 24,152.28	\$ 31.00	\$ 139,114.48
	APD Atty 3 (Vacant)	1	\$ 79,630.00	\$ 6,091.70	\$ 25,887.71	\$ 23,454.22	\$ 31.00	\$ 135,094.63
	APD Atty 1 (Vacant)	1	\$ 82,000.00	\$ 6,273.00	\$ 26,658.20	\$ 24,152.28	\$ 31.00	\$ 139,114.48
TOTAL:		5	\$ 464,630.00	\$ 35,544.20	\$ 151,051.21	\$ 136,852.12	\$ 155.00	\$ 788,232.53

STATE FUNDED - Public Defender Administrative

Name	#	Salaries	FICA	Retirement	Health Insurance	Unemployment	Total
			7.65% of Salary	32.51% of Salary	29.454% of Salary	\$31 per Position	
Investigator- 3 (Reginald Holliday)	1	\$ 69,000.00	\$ 5,278.50	\$ 22,431.90	\$ 20,323.26	\$ 31.00	\$ 117,064.66
Office Mgr./ Bus. Support- 3 (Terri Larson)	1	\$ 65,000.00	\$ 4,972.50	\$ 21,131.50	\$ 19,145.10	\$ 31.00	\$ 110,280.10
Administrative Staff - 2 (Danielle Regan)	1	\$ 52,000.00	\$ 3,978.00	\$ 16,905.20	\$ 15,316.08	\$ 31.00	\$ 88,230.28
TOTAL:	3	\$ 186,000.00	\$ 14,229.00	\$ 60,468.60	\$ 54,784.44	\$ 93.00	\$ 315,575.04

COUNTY FUNDED - Public Defender Administrative

Name	#	Salaries	FICA	Retirement	Health Insurance	Unemployment	Total
			7.65% of Salary	32.51% of Salary	29.454% of Salary	\$31 per Position	
APD- Juvenile Court (Nicholas Albertson)	1	78,000.00	5,967.00	25,350.00	22,974.12	31.00	132,322.12
Support Staff (Full-time)	1	\$ 69,000.00	\$ 5,278.50	\$ 22,425.00	\$ 20,323.26	\$ 31.00	\$ 117,057.76
Attorney Supplement	4	\$ 50,000.00	\$ 3,825.00	\$ 16,250.00	\$ 14,727.00		\$ 84,802.00
TOTAL:	6	\$ 197,000.00	\$ 15,070.50	\$ 64,025.00	\$ 58,024.38	\$ 62.00	\$ 334,181.88

COUNTY FUNDED - Office Expenditures

		Per Month	Annual
Telephone Expenses			
Office - Phones	*	\$ 500.00	\$ 6,000.00
Office - Internet	*	\$ 200.00	\$ 2,400.00
Wireless Services	*	\$ 500.00	\$ 6,000.00
Materials & Supplies			
Office Supplies	*	\$ 400.00	\$ 4,800.00
Postage	*	\$ 400.00	\$ 4,800.00
Reference Books/Training Manuals	*	\$ 500.00	\$ 6,000.00
Transcripts/Client Records	*	\$ 400.00	\$ 4,800.00
Expert Expenses	*	\$ 400.00	\$ 4,800.00
Interpreter Expenses	*	\$ 200.00	\$ 2,400.00
Building Expenses			
Rent	*	\$ 1,450.00	\$ 17,400.00
Utilities	*	\$ 500.00	\$ 6,000.00
Other Expenses			
Organization Dues/Training	*	\$ 200.00	\$ 2,400.00
Janitorial	*	\$ 200.00	\$ 2,400.00
Data Storage/Shredding	*	\$ 500.00	\$ 6,000.00
Computers/Printers/Programs	*	\$ 200.00	\$ 2,400.00
Travel Expenses	*	\$ -	\$ -
TOTAL:		\$ 6,550.00	\$ 78,600.00

**CORDELE JUDICIAL CIRCUIT PUBLIC DEFENDER
PROPOSED BUDGET - FY July 1, 2026 to June 30, 2027**

TOTAL EXPENDITURES			
		State Funded	County Funded
Public Defender and Assistants	*	\$ 788,232.53	\$ 334,181.88
Public Defender Administrative	*	\$ 315,575.04	\$ -
1% Administrative Fee	*	\$ -	\$ 3,341.82
Office Expenditures	*	\$ -	\$ 78,600.00
5% Administrative Fee	*	\$ -	\$ 3,930.00
TOTAL:		\$ 1,103,807.57	\$ 420,053.70

BREAKDOWN BY COUNTY (Personnel)			
		Annual	Monthly
Ben Hill	34%	\$ 114,758.06	\$ 9,563.17
Crisp	49%	\$ 165,386.61	\$ 13,782.22
Dooly	11%	\$ 37,127.61	\$ 3,093.97
Wilcox	6%	\$ 20,251.42	\$ 1,687.62
CIRCUIT WIDE TOTAL:	100%	\$ 337,523.70	\$ 28,126.97

BREAKDOWN BY COUNTY (Operating)			
		Annual	Monthly
Ben Hill	30%	\$ 24,759.00	\$ 2,063.25
Crisp	35%	\$ 28,885.50	\$ 2,407.13
Dooly	20%	\$ 16,506.00	\$ 1,375.50
Wilcox	15%	\$ 12,379.50	\$ 1,031.63
CIRCUIT WIDE TOTAL:	100%	\$ 82,530.00	\$ 6,877.50

BREAKDOWN BY COUNTY (Total)			
		Annual	Monthly
Ben Hill		\$ 139,517.06	\$ 11,626.42
Crisp		\$ 194,272.11	\$ 16,189.34
Dooly		\$ 53,633.61	\$ 4,469.47
Wilcox		\$ 32,630.92	\$ 2,719.24
CIRCUIT WIDE TOTAL:	100%	\$ 420,053.70	\$ 35,004.47

Personnel percentages are determined by Case Load. Due to Crisp County requiring a budget request form to be submitted by April 15th. The totals are pulled in March.

As of 03/15/2025 to 03/15/2026

Total open cases: 2,293

Personnel percentages are determined by the county's open cases.

Ben Hill County: 769 cases; 34%

Crisp County: 1,129 cases; 49%

Dooly County: 253 cases; 11%

Wilcox County: 142 cases; 6%

Operating percentages are determined by the county population.

Ben Hill County: 17,128; 30%

Crisp County: 19,631; 35%

Dooly County: 10,981; 20%

Wilcox County: 8,779; 15%

Ben Hill Case Type Breakdown- Total Cases 769

Warrant Status: 466

Violation of Probation: 127

Indictment/Accusation: 121

Juvenile: 52

Motion to Withdraw Guilty Plea: 2

Sentence Modification: 1

Total Cases

Tern Larson

Advanced Case Search

Inquiry Administration Tasks

Client	PD/CPD#	Appt. Date	Status	Court#	Pros#	Weight	Type	Attorney
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Case Search Criteria

Case Role	Client	Case Open Date Range	03/15/2025	03/15/2026	Hrg Type	
Last Name		Case Close Date Range			Hrg Date Time	
First Name		Case Type			Hrg Time	
Middle Name		Case Status			Hrg Dept	
Business Name		Role Status			Hrg Officer	
Street Name		Attorney			Charge	
City		Investigator			Warrant #	
State		Legal Assistant			Court Type	
Zip Code		Person Legal # / Type/#			Circuit	Cordele
Phone Number		Case Legal # / Type/#			County	
Note (full-text 1)		Note (full-text 2)			Note (full-text 3)	
		Judicial Officer				

Search Result (2233)

Export To Excel Print

Search Now Search [1]

Ben Hill

Case Search Criteria

Case Search Criteria form with fields for Client, Case Open Date Range, Case Close Date Range, Case Type, Case Status, Role Status, Attorney, Investigator, Legal Assistant, Person Legal #, Case Legal #, Judicial Officer, Hrg Type, Hrg Date Time, Hrg Time, Hrg Dept, Hrg Officer, Charge, Warrant #, Court Type, Circuit, County, Note (full-text 3).

Search Result (769)

Export To Excel Print

Crisp

Terri Larson

Advanced Case Search



Client

PD/CPD#

Appt. Date

Inquiry

Administration

Tasks

Status

Court#

Pros#

Weight

Type

Attorney

Case Search Criteria

Case Role	Client	Case Open Date Range	03/15/2025	03/15/2026	Hrg Type	
Last Name		Case Close Date Range			Hrg Date Time	
First Name		Case Type			Hrg Time	
Middle Name		Case Status			Hrg Dept	
Business Name		Role Status			Hrg Officer	
Street Name		Attorney			Charge	
City		Investigator			Warrant #	
State		Legal Assistant			Court Type	
Zip Code		Person Legal # / Type / #			Circuit	Cordele
Phone Number		Case Legal # / Type / #			County	Crisp PD
Note (full-text 1)		Note (full-text 2)			Note (full-text 3)	
		Judicial Officer				

Search Result (129)

Export To Excel Print

Search New Search [1]

Dooly

Terri Larson

Client PD/CPD# Appt. Date Status Court# Pros# Weight Type Attorney Advanced Case Search

Case Search Criteria

Case Role	Client	Case Open Date Range	03/15/2025	03/15/2026	X	Hrg Type	
Last Name		Case Close Date Range				Hrg Date Time	
First Name		Case Type				Hrg Time	
Middle Name		Case Status				Hrg Dept	
Business Name		Role Status				Hrg Officer	
Street Name		Attorney				Charge	
City		Investigator				Warrant #	
State		Legal Assistant				Court type	
Zip Code		Person Legal # / Type/ #				Circuit	Cordele
Phone Number		Case Legal # / Type/#				County	Dooly PD
Note (full-text 1)		Note (full-text 2)				Note (full-text 3)	
		Judicial Officer					

Search Result (253) Export To Excel Print

Search New Search [1]

Client PD/CPD# Appt. Date Status Court# Proc# Weight Type Attorney

Case Search Criteria

Case Role	Client	Case Open Date Range	03/15/2025	03/15/2026	Hrg Type	
Last Name		Case Close Date Range			Hrg Date Time	
First Name		Case Type			Hrg Time	
Middle Name		Case Status			Hrg Dept	
Business Name		Role Status			Hrg Officer	
Street Name		Attorney			Charge	
City		Investigator			Warrant #	
State		Legal Assistant			Court Type	
Zip Code		Person Legal # / Type / #			Circuit	Cordele
Phone Number		Case Legal # / Type / #			County	Wilcox PD
Note (full-text 1)		Note (full-text 2)			Note (full-text 3)	
		Judicial Officer				

Search Result (142)

Export To Excel Print