

**INTERGOVERNMENTAL AGREEMENT
FOR THE HOLDING OF MUNICIPAL COURT FOR THE CITY OF TUCKER
between
CITY OF CLARKSTON, GEORGIA AND
THE CITY OF TUCKER, GEORGIA**

THIS INTERGOVERNMENTAL AGREEMENT, by and between the City of Clarkston, Georgia (“Clarkston) and the City of Tucker, Georgia (“Tucker).

WHEREAS, the City of Clarkston, Georgia is a municipality within DeKalb County officially chartered by Governor Alexander Stevens on December 12, 1882; and

WHEREAS, the City of Tucker is a municipality within DeKalb County created by the 2015 Georgia General Assembly pursuant to House Bill 515 (hereinafter referred to as “Tucker’s City Charter”); and

WHEREAS, Article IV of Tucker’s City Charter provides that the City Council of the City of Tucker may establish by ordinance a court known as the Municipal Court of the City of Tucker; and

WHEREAS, the City Council of the City of Tucker has established the Municipal Court of the City of Tucker by ordinance on November 14, 2016; and

WHEREAS, the City of Tucker desires to hold court sessions for the prosecution of city ordinances; and

WHEREAS, O.C.G.A. § 36-32-12 provides sessions of a municipal court may be held outside the municipality for which the municipal court is established if such sessions are held within a county in which the municipality is located or has its legal situs; and

WHEREAS, the City of Clarkston agrees to hold sessions of the Municipal Court of the City of Tucker pursuant to this Agreement; and

WHEREAS, Clarkston and Tucker desire to maintain a mutually beneficial, efficient and cooperative relationship that will promote the interests of the citizens of both jurisdictions.

NOW THEREFORE, in consideration of the following mutual obligations, City of Clarkston and City of Tucker agree as follows:

ARTICLE 1

TERM OF AGREEMENT

The term of this Agreement commences on December 1, 2016 at 0000 hours and concludes at 2400 hours on May 31, 2017. The parties agree that this agreement shall be terminable at will by either party.

ARTICLE 2

COMPENSATION AND CONSIDERATION

2.1 For the services to be rendered pursuant to this Agreement, Clarkston shall be remitted a flat fee of \$600 dollars per month for one court session of up to 15 cases.

2.2 The remittance referenced in section 2.1 shall be paid to Clarkston on or before 15th day of the month following each court session.

ARTICLE 3

SERVICES

3.1 During the term of this Agreement, Clarkston agrees to hold one court session a month for the Municipal Court of the City of Tucker, which will be held on the third Wednesday of each month. The start time for the court sessions shall be 10:00 a.m. and shall end within 6 hours of the start time.

3.2 One representative of Tucker shall provide a spreadsheet of the citations issued each month at least one week in advance of the court date.

3.3 Clarkston shall provide the services of a court clerk and Clarkston shall handle the payment of citations.

3.4 Tucker shall provide Clarkston with deposit slips to deposit collected funds into a City of Tucker bank account. Such deposits shall be made within 30 days of collection. Clarkston shall provide copies of all deposit and receipt documentation.

3.5 The City of Tucker shall appoint a judge or judges to preside over the court and shall appoint the solicitors. The City of Tucker shall be responsible for the payment of the judges and solicitors.

3.6 The City of Clarkston shall responsible to have available interpreters and any other required court support personnel. The City of Tucker shall be responsible for payment of the other required court support personnel. Such payments shall be made within 30 days of receipt of the invoice for such services.

ARTICLE 4

EMPLOYMENT STATUS

All City of Clarkston personnel assigned to the Municipal Court of the City of Tucker under this Agreement, are and will continue to be employees of Clarkston for all purposes, including but not limited to: duties and responsibilities, employee benefits, grievance, payroll, pension, promotion, annual or sick leave, standards of performance, training, workers compensation and disciplinary functions.

ARTICLE 5

AMENDMENTS

This Agreement may be modified at any time during the term by mutual written consent of both parties.

ARTICLE 6

NOTICES

All required notices shall be given by first class mail, except that any notice of termination shall be mailed via U.S. Mail, return receipt requested. The parties agree to give each other non-binding duplicate email notice. Notices shall be addressed to the parties at the following addresses:

If to the City of Clarkston:

Keith Baker, City Manager
1055 Rowland Street
Clarkston, GA 30021
Office 404-296-6489
kbarker@cityofclarkston.com

If to the City of Tucker:

Tami Hanlin, City Manager
City of Tucker
4119 Adrian Street
Tucker, Georgia 30084
Office 678-597-9040
thanlin@tuckerga.gov

With a copy to:

Brian Anderson, City Attorney
City of Tucker
4119 Adrian Street
Tucker, Georgia 30084
Office number 678-597-9040
banderson@tuckerga.gov

ARTICLE 7

NON-ASSIGNABILITY

Neither party shall assign any of the obligations or benefits of this Agreement.

ARTICLE 8

ENTIRE AGREEMENT

The parties acknowledge that the terms of this Agreement constitute the entire understanding and agreement of the parties regarding the subject matter of the Agreement and supersedes all prior oral or written agreements or understandings.

ARTICLE 9

COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the City of Clarkston and the City of Tucker have executed this Agreement through their duly authorized officers.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

CITY OF CLARKSTON, GEORGIA

By: _____
Keith Barker
City Manager

ATTEST:

_____ (seal)
City Clerk

TUCKER, GEORGIA

By: _____
Tami Hanlin
City Manager

ATTEST:

City Clerk (SEAL)