

STATE OF GEORGIA,
COUNTY OF SPALDING.

**AGREEMENT
BETWEEN THE
CITY OF GRIFFIN, GEORGIA,
AND
PAMELA ALLEN, INDEPENDENT CONSULTANT,
FOR EFFICIENCY ASSESSMENT OF THE
CITY OF GRIFFIN MUNICIPAL COURT**

THIS AGREEMENT, made and entered into this ____ day of June, 2016, by and between the City of Griffin, a Georgia municipal corporation, (hereafter referred to as the "City"), and Pamela Allen, an independent consultant in the field of Georgia municipal court operations, for the performance of an operational review of the City's municipal court system, and recommendations to improve the efficiency thereof, provides as follows:

WHEREAS, the City has established and maintains a municipal court pursuant to its City Charter, 2004 Ga. Laws, p. 4232, and O.C.G.A. §36-32-1, *et seq.*, having jurisdiction over the violation of municipal ordinances and over such other matters as are by general law made subject to the jurisdiction of municipal courts;

WHEREAS, the City is a member of the Georgia Municipal Association;

WHEREAS, the Georgia Municipal Association acts on behalf of its member cities to research, respond and assist its members with training needs, lobbying efforts, research and information, and technical assistance;

WHEREAS, the City desires to ensure that the municipal court structure in place is being utilized to its fullest potential;

NOW THEREFORE, the City agrees to retain the services of Pamela Allen, as an independent consultant (and not in her capacity as the Court Administrator for the City of Marietta Municipal Court), to perform the services outlined below:

1.

The City of Griffin will serve as a pilot project for undertaking and evaluating a proposed “peer-to-peer” operational review for the Georgia Municipal Association, Inc. (“GMA”) through this Agreement. GMA will evaluate the review process as a potential service to other member local governments. GMA is not a party to this agreement but will receive a copy of the consultant report produced and receive information and feedback on the assessment from the City and the Consultant. GMA shall not be liable to either party to this contract or to any third party for any action arising directly or indirectly from this agreement.

2.

The goal of this assessment is to provide to management of the City and appointed Court officials (Judge, Solicitor, and Clerk) reported findings, with recommended Best Practices, relating to efficient operation and oversight of the Municipal Court. The City of Griffin Municipal Court was selected for this GMA pilot project based upon the growing volume of cases processed in the Court, its staffing needs, and operations at a time when municipal courts, in general, have become the focus of Federal and State inquiries into the need for uniform, efficient judicial service delivery. The assessment will focus on the structure of the court, both in terms of legal structure and local implementation, operational business practices to meet statutory requirements, compliance with specific reporting functions, case flow management, cash handling, records management systems and court technologies associated therewith.

3.

Specific areas to be studied:

1. The Assessment will encompass all areas associated with Court operations and procedures.

Examples:

- Organizational structure, leadership, allocation of staffing/workloads, and job descriptions;
- Processes related to case flow management and delay reduction (case initiation, court scheduling, jail arraignments, failure to appear processes (warrants, bond forfeitures, license suspension/release), jury demands, indigent defense, interpreter services, case disposition, court recording system, records retention);
- Daily, monthly and annual reporting requirements (Georgia Superior Court Clerks Authority Fines and Fees Reporting, Department of Driver Services electronic disposition reporting, Georgia Crime Information System electronic disposition reporting and warrant validation, and Annual Caseload Count to Administrative Office of the Courts);
- Cash handling, remittance of fine “add-ons”, electronic processing of payments (web payments), bond processing (trust accountability and reporting), reconciliation and general ledger distributions; and
- Review of court technology/records management system(s).

2. Materials needed by contractor to perform study/assessment:

- Job descriptions of employees assigned to Municipal Court Clerk’s Office;
- Standard Operating Procedures or Rules of Municipal Court Clerk’s Office, if available;
- Access to and cooperation of court employees, access to court files, demonstration and/or overview of any electronic records management system(s); and
- Required Georgia Crime Information Center (GCIC) Awareness Statement for signature of Consultant which is required to be maintained by Griffin Police Department/Court GCIC Terminal Agency Coordinator (TAC); (Consultant will supply the TAC a copy of Consultant’s current Certificate of Training, Security and Integrity, for GCIC audit/compliance regulations).

4.

Within the scope as stated above and the timeline hereafter set forth for this Project, the Consultant shall deliver to the City Manager, with copies to the Municipal Court Judge, Solicitor, Municipal Court Clerk, Chief

of Police, and City Attorney, written findings and recommendations related to Best Practices, to include goals and objectives for operational efficiencies, transparencies of processes, and overall management.

5.

TERM OF AGREEMENT. Time is of the essence in completing the assessment and receiving the report and recommendations set forth above. Consultant estimates commencing services within fifteen (15) days after receiving a fully-executed Agreement. Consultant contemplates 3 to 5 business days, onsite in Griffin, during which she will meet with the Municipal Court Judge, Solicitor, Municipal Court Clerk and staff, City Manager, Chief of Police, and City Attorney, and/or their designees, to interview and focus on the parameters of the assessment; review current operations and procedures, particularly with the Clerk and her staff, and to observe at least one Court session. Such days may not be consecutive, but best effort will be made to conclude the study as timely as possible. Within 30 days of the final site visit, Consultant will provide a written report and recommendations, and schedule an onsite presentation (2 to 3 hours) to discuss findings and recommendations with City and Court management and staff. The parties contemplate the project will be substantially completed by no later than August 1, 2016.

6.

Consultant shall be compensated for her services, through delivery of the written report and recommendations, and presentation of findings, in a total amount not to exceed \$2,450.00, plus reimbursement of expenses actually incurred, in an amount not to exceed \$1,000.00. It is contemplated by the parties that expenses shall include 4 nights of hotel/motel charges (average \$100/night); mileage at \$0.55/mile (estimated 160 miles roundtrip, 3 trips estimated); plus, \$40/per diem for meals and miscellaneous expenses (6 days). Payment shall be due, upon presentation of invoice from Consultant, following presentation of findings, and payable, in full, within fifteen (15) days of receipt.

Consultant, upon separate written agreement by City, may provide additional services, priced separately, for services, such as written Court Operating Procedures, Clerk's Office Manual, job descriptions for court personnel, onsite implementation of organizational changes, and training.

Consultant is an independent contractor and not an employee of the City of Griffin. Consultant is not entitled to any fringe benefits of City employment, including workers compensation, retirement, life or health insurance, vacation, medical leave, or personal leave. It is further acknowledged that Consultant is not an employee of the Georgia Municipal Association, Inc. and is not being compensated by the Association for services rendered to the City under this engagement.

7.

DISSEMINATION OF WRITTEN REPORT. The City of Griffin is an "agency", subject to the Georgia Open Records Law, O.C.G.A. §50-18-70, *et seq.* Consultant will have access to certain documents and related information in her review which may be subject to exclusions or exemptions from this law, while other parts of the final report and recommendations may be subject to inspection and copying. For this reason, the parties agree that Consultant will not disseminate any preliminary written reports and all printed copies of the final report shall be independently numbered (with number appearing on each page) and disseminated only to the following persons:

- a. City Manager Kenny L. Smith;
- b. Municipal Court Judge William G. Johnston;
- c. Solicitor Jessica W. O'Connor;
- d. Municipal Court Clerk Yolanda Walker;
- e. Chief of Police Michael Yates;
- f. City Attorney Andrew J. Whalen, III; and
- g. Georgia Municipal Association, Inc., Attn: Lamar Norton

Any request for inspection or copying of the report shall be directed to City Manager Kenny L. Smith for response.

8.

This Agreement is made under and shall be construed in accordance with laws of the State of Georgia. This Agreement is a professional services contract, unique to the Consultant, who may not assign her interest in this Agreement without the express written consent of the City.

9.

This writing constitutes the agreement and final mutual understanding of the parties as to all subject matter(s) contained herein and supercedes any prior negotiations or discussions related thereto.

10.

No amendments to the terms of this Agreement shall be effective, unless contained in a writing signed by both parties.

EXECUTED, under hand and seal of the parties, by their duly authorized representatives, the day and year above entered.

CONSULTANT:



SEAL

Pamela Allen

CLIENT:

CITY OF GRIFFIN, GEORGIA

By: _____
Dick Morrow, Chairperson
Board of Commissioners

Attest: _____
Kenny L. Smith, Secretary

(SEAL)

Approved as to form:

By: _____
Andrew J. Whalen, III
City Attorney

