

STATE OF GEORGIA

COUNTY OF SPALDING

**AGREEMENT BETWEEN
THE CITY OF GRIFFIN, GEORGIA
AND
PAMELA ALLEN,
INDEPENDENT CONSULTANT**

THIS AGREEMENT, made and entered into this ____ day of September, 2016, by and between THE CITY OF GRIFFIN, a Georgia municipal corporation, (hereinafter referred to as the "City"), and PAMELA ALLEN, an independent consultant in the field of Georgia municipal court operations, (hereinafter referred to as "Allen" or "Consultant") in order for Consultant to provide assistance and advice to the City in its performance and operation of its municipal court system (hereinafter referred to as the "Agreement"):

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; and

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

WHEREAS, the City is conducting an efficiency assessment with the Consultant which will result in recommended best practices for the municipal court; and

WHEREAS, the City wishes to implement recommended best practices in an efficient and timely manner to ensure judicious practices are followed in the municipal court; and

WHEREAS, the Consultant is willing to provide advice and assistance to the City in order to implement the recommended best practices under the terms and conditions of this Agreement;

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 consulting services outlined below:

TERMS

Section 1. Consulting Services.

- (a) Subject to the terms and conditions of this Agreement, City hereby retains Consultant to perform the consulting services specifically set out herein (hereinafter referred to as "Services"), and Consultant hereby agrees, subject to the terms and conditions of this Agreement, to render such Services during the term of this Agreement.

- (b) It is expressly understood that Consultant has no fiduciary obligation to City, but instead a contractual one described by the terms of this Agreement; City has no fiduciary or employment obligation to Consultant, except as described by the terms of this Agreement. Consultant's role is to provide independent advice uninfluenced by conflicting concerns.

Section 2. Services.

Consultant agrees to perform the following services to implement the recommended best practices in the best practicable manner for the City and its municipal court system:

- (a) Assist the City Manager, Municipal Court Judge, Solicitor, and staff in organizing the organizational structure, leadership, staffing, and workloads of the municipal court system;
- (b) Train the Interim Municipal Court Clerk and staff on processes related to case flow management, including, but not limited to, case initiation, court scheduling, jail arraignments, failure to appear processes, jury demands, case dispositions, court recording systems, and records retention;
- (c) Train the Interim Municipal Court Clerk and staff on daily, monthly, and annual reporting requirements to the Georgia Superior Court Clerks Authority (hereinafter referred to as "GSCCA"), Department of Driver Services (hereinafter referred to as "DDS"), Georgia Crime Information Center (hereinafter referred to as "GCIC"), and Administrative Office of the Courts (hereinafter referred to as "AOC");
- (d) Train the Interim Municipal Court Clerk and staff on cash handling, remittance of fine "add-ons", electronic processing of payments, bond processing, and reconciliation and general ledger distributions and the reports made therefrom;
- (e) Assist in organizing the current paperwork and filing system utilized by the municipal court;
- (f) Assist in bringing the municipal court system up to date with any reporting, either financial or legal, for state mandated reports; and
- (g) Any and all other practices and procedures that may be necessary in implementing the recommended best practices contained in the completed assessment.

Section 3. Compensation and reimbursement.

In consideration of the services to be provided by Consultant to City hereunder, the City shall make payments to Consultant as follows:

Month 1 (September 27, 2016 – October 25, 2016)	
Ninety (90) hours at \$45.00/hour	\$4,000.00
Travel expenses	\$ 450.00
For a total of:	\$4,500.00

Month 2 (October 26, 2016 – November 22, 2016)		
Ninety (90) hours at \$45.00/hour		\$4,000.00
Travel expenses		\$ 450.00
For a total of:		\$4,500.00

Month 3 (November 23, 2016 – December 31, 2016)		
Sixty (60) hours at \$45.00/hour		\$2,700.00
Travel expenses		\$ 300.00
For a total of:		\$3,000.00

The above payments for travel include per diem expenses, such as meals, gasoline, mileage and other incidental expenses. Receipts are not required as no direct reimbursement of expenses actually incurred will be made. Anything exceeding the above amount will be the responsibility of the Consultant. Payments shall be made to Consultant as an independent contractor at a mutually agreeable time. Dates and times of Services shall be scheduled by the Consultant with the appropriate personnel, as needed.

Section 4. Independent contractor status.

The parties agree that this Agreement creates an independent contractor relationship, not an employment relationship. The Consultant acknowledges and agrees that the City will not provide the Consultant with any employment benefits, including without limitation, social security benefits, unemployment, health, or pension payments, and that income tax withholding is Consultant's responsibility. In addition, the parties acknowledge that neither party has, or shall be deemed to have, the authority to bind the other party.

Section 5. Indemnification.

Notwithstanding any other term of this Agreement, to the extent allowed by law, City shall indemnify, defend and hold harmless Consultant against any claim, liability, cost, damage, deficiency, loss, expense, or obligation of any kind or nature, including without limitation, reasonable attorneys' fees and other costs and expenses of litigation, incurred by or imposed upon Consultant in connection with any claims, suits, actions, demands, or judgments arising out of this Agreement.

Section 6. Intellectual property.

Should Consultant, in the course of providing Services, create or participate in creating documents and/or processes for the City's municipal court system, City shall have the non-exclusive right to use those documents and/or processes for its own Court use and practice.

Section 7. Confidential information.

The parties acknowledge that in connection with Consultant's Services, the City may disclose to Consultant confidential information, and that Consultant may also create such information within

Section 7. Confidential information.

The parties acknowledge that in connection with Consultant's Services, the City may disclose to Consultant confidential information, and that Consultant may also create such information within the scope and in the course of performing the Services hereunder. Consultant shall not publicly divulge, disseminate, publish, or otherwise disclose any confidential information without the City's prior written consent. Consultant shall not use any such confidential information for any purposes other than consultation with the City.

Section 8. Miscellaneous provisions.

- (a) This Agreement shall remain in effect until December 31, 2016 unless extended by written agreement of the parties.
- (b) This Agreement may be terminated by either party, with or without cause, upon thirty (30) days prior written notice to the other; provided that if Consultant terminates this Agreement, Consultant shall, in accordance with the terms and conditions hereof, windup in an orderly fashion assignments for the City which Consultant began prior to the date of notice of termination hereunder.
- (c) Upon termination of this Agreement for any reason, Consultant shall be entitled to receive such compensation accrued under the terms of this Agreement, but unpaid, as of the date Consultant ceases work under the Agreement.
- (d) This Agreement is made under and shall be construed in accordance with the 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.
- (e) This writing constitutes the Agreement and final mutual understanding of the parties as to all subject matter(s) contained herein and supersedes any prior negotiations or discussions related thereto.
- (f) 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:



Pamela Allen

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