COUNTY AGENDA REQUEST

Department:	Superior Court	Presenter(s):	Sheila Studdard, Clerk
Meeting Date:	Thursday, January 8, 2015	Type of Request:	Consent

Wording for the Agenda:

Approval of a request from Fayette County's Clerk of Superior Court to amend and expand the scope of the 'Court's Technology' Fund to include revenues received from GreenCourt Legal Technologies, LLC, for the purpose of electronically filing court documents, as set forth in a Memorandum of Understanding between the Clerk of Superior Court and the Council of Superior Court Clerks of Georgia.

Background/History/Details:

The Judiciary,State Bar of Georgia, and all 159 Clerks of Superior Court have searched for an electronic-filing (e-filing) solution for Superior Courts for the past several years. Court Clerk Sheila Studdard has served on several of these committees as the Clerk representative. On March 3, 2014, the Clerk's Council entered into a master e-filing contract with GreenCourt Legal Technologies, LLC, (GreenCourt) for the development, support, and maintenance of a statewide e-filing system for Georgia's Superior Courts. The system is called PeachCourt. At the time of this application, 136 of Georgia's Superior Courts have committed to using the e-filing system. Mrs. Studdard has worked directly with GreenCourt for the development of the PeachCourt system and the Fayette County Clerk's case management vendor, ICON. Fayette County Superior Court is scheduled to "go live" on January 6, 2014 and would be the first in the State of Georgia. The Memorandum of Understanding (MOU) (Exhibit A) outlines a revenue sharing per transaction between the Clerk's Council, the Clerk, and the vendor as consideration. The Fayette County Clerk's Office would net $0.50 per transaction filed through the e-filing system when the MOU is executed.

Mrs. Studdard is requesting that the monies returned to Fayette County be earmarked to pay for the technological improvements needed to maintain the e-filing system. Revenues to the Clerk are expected to be between $500.00 and $1,000.00 annually over the next five years. A similar request was approved by the Board of Commissioners in July 2008 (Exhibits B and C).

What action are you seeking from the Board of Commissioners?

Approval of a request from Fayette County's Clerk of Superior Court to amend and expand the scope of the 'Court's Technology' Fund to include revenues received from GreenCourt Legal Technologies, LLC, for the purpose of electronically filing court documents, as set forth in a Memorandum of Understanding between the Clerk of Superior Court and the Council of Superior Court Clerks of Georgia.

If this item requires funding, please describe:

Not Applicable.

Has this request been considered within the past two years?		If so, when?	
Is Audio-Visual Equipment Required for this Request?*		Backup Provided with Request?	

**** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.***

Approved by Finance	Not Applicable	Reviewed by Legal	
Approved by Purchasing	Not Applicable	County Clerk's Approval	Yes
Administrator's Approval			

Staff Notes:

Date: December 30, 2014

To: Fayette County Commissioners

From: Sheila Studdard, Clerk of Superior Court

Re: Court Technology Fund

Pursuant to Georgia Statute §15-6-62, it is duty of the Clerk of Superior Court "to record all the proceedings of any civil and criminal case within six months after the final disposition." Since taking office, I have worked to comply with this statute. No effort had previously been given to preserve court records prior to 2000, many files were not recorded nor did a backup file exist.

In 2008, the Board of Commissioners assisted me by establishing a means by which my office receives revenue from the Clerks' Authority in exchange for deed record images and a court technology, preservation and image funds were established. This revenue has allowed my office to become compliant with the laws that govern court record maintenance and I have established an ongoing method to preserve the historical records of Fayette County Superior, State and Magistrate Courts at no tax burden to the citizens of Fayette County.

I am now respectfully requesting that you consider expanding the scope of the revenue that is available to my office for these projects and the increased technological needs of the Office of the Clerk. The Council of Superior Court Clerks has entered into a statewide agreement with GreenCourt Legal Technologies, LLC to provide a statewide eFiling system to the Superior Courts of Georgia called PeachCourt. A revenue sharing opportunity exists for each county that participates in the eFiling system and executes the required Memorandum of Understanding (enclosed is a copy with this memo). According to the MOU, each participating county can earn $0.50 per transaction. To date, 136 of Georgia's Superior Courts have committed to participate in the statewide system.

I am also including for historical purposes, a copy of the minutes of the July 28, 2008 Board of Commissioners meeting and the Resolution that was adopted. All of my memos and requests are included for your review.

I appreciate your consideration of this matter, and I stand ready to answer any questions or provide further information if needed. My cell number is 770-490-7474.

Exhibit A

Memorandum of Understanding Between the Council of Superior Court Clerks of Georgia and the Clerk of Superior Court of _____County

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is executed by and between the Council of Superior Court Clerks of Georgia ("Council") and the Clerk of Superior Court of _____ County ("Clerk") (collectively, the "Parties") for the purposes set out hereunder:

WHEREAS, the Council is a statutorily created state agency composed of the 159 clerks of the superior courts of Georgia, established for the purpose of effectuating the constitutional and statutory responsibilities conferred upon it by law, to further the improvement of the superior courts and the administration of justice, to assist the superior court clerks throughout the state in the execution of their duties, and to promote and assist in the training of superior court clerks. (O.C.G.A. § 15-6-50.2)

WHEREAS, the Council is authorized to make and execute contracts and agreements necessary or convenient to exercise the powers of the Council or to further the purposes and duties for which the Council was created. (O.C.G.A. § 15-6-50.2)

WHEREAS, the Clerk is statutorily authorized to participate in agreements, contracts, and networks necessary or convenient for the performance of the duties of the Clerk as required by law (O.C.G.A. §15-6-61, O.C.G.A. §15-6-96);

WHEREAS, on March 3, 2014, the Council entered into a Master E-File Service Agreement ("Agreement") with GreenCourt Legal Technologies, LLC ("GreenCourt") for the development, support and maintenance of a statewide electronic filing system for Georgia's superior courts. The electronic filing system is called "PeachCourt".

WHEREAS, pursuant to the Agreement, GreenCourt charges and collects a $5.00 fee ("Transaction Fee") for each transaction processed through PeachCourt, $1.50 of which is shared with the Council ("Revenue Share").

WHEREAS, pursuant to the Agreement, the Council has agreed to pay $0.50 of its Revenue Share per Transaction to any participating Clerk's Office upon the execution of this MOU, and $0.50 of its Revenue Share per Transaction as consideration to the case management vendor (public sector or private contractor) associated with that Clerk's Office, where the case management vendor has executed a joint service contract with the Council and GreenCourt.

WHEREAS, Clerk desires to participate in the implementation of PeachCourt in _____ County and to share in the revenue derived therefrom.

NOW, in consideration of the mutual undertakings and agreements, and as consideration to the Council to help in its efforts to implement efiling the State of Georgia, the Council and Clerk agree as follows:

1. Definitions

(a) "Case(s)" means, individually and collectively, each case(s) initiated in or pending in any Court.

(b) "Case Party(ies)" means, individually and collectively, each named party to a Case (whether such party is appearing pro se or is represented by counsel) along with each representative and agent of each of the foregoing acting in such capacity.

(c) "Clerk's Office(s)" means, individually and collectively, each office of the clerk of any of the Courts.

(d) "Court(s)" means, individually and collectively, each of the courts located in the State of Georgia.

(e) "Court Document" means any document filed or to be filed with a Clerk's Office, including but not limited to, pleadings, pleas, motions, applications, requests, exhibits, briefs, memorandum of law, papers, or other instruments in paper or electronic form.

(f) "Court Document Data Stream" means a representation of a Court Document in binary data form from which a Court Document Image may be created or displayed.

(g) "Court Document Image" means an electronic image of any Court Document, including an image of the Court Document recreated from a Court Document Data Stream and presented on a computer display or printed on paper.

(h) "Party User(s)" means, individually and collectively, each Case Party using PeachCourt in such capacity.

(i) "Transaction" means the filing of one or more documents in a given Case by a Case Party at the same time via PeachCourt and, for purposes of certainty, all documents filed in such Case by such Case Party at the same time shall, in the aggregate, constitute one and the same Transaction.

2. Implementation Date

The Parties mutually agree to an implementation date of on or after the Execution Date of this MOU, as the Parties shall decide in their joint discretion.

3. Purpose

The Parties make this agreement so as to define the duties of the Parties in connection with the receipt and transmission of electronic filings and data through PeachCourt and compensation therefore;

4. Promotion

At all times throughout the Term of this MOU, Clerk agrees to promote the use of PeachCourt among attorneys, pro se filers, judges and other clerks. Clerk agrees to endorse PeachCourt as the statewide eFiling solution and to endorse no other eFiling solution.

Clerk agrees to communicate the availability of eFiling via PeachCourt to attorneys via some combination of letters, email and/or announcements posted within the courthouse.

5. Implementation

The Parties agree that the following must be in place prior to implementing PeachCourt:

(a) Adoption by the Supreme Court of statewide rules for electronic filing in the superior courts of Georgia *or* the promulgation of such rules by local standing order in the form set forth in the Proposed Uniform Superior Court Rules 36.16 & 36.17, Exhibit A to the Resolution of the Statewide Judiciary Civil E-Filing Steering Committee;

(b) A case management system ("CMS") that includes a technology interface with PeachCourt. This interface will make it possible to send and receive case information and document images between the CMS and PeachCourt. Clerk will direct the appropriate technology resources (whether internal, software vendors or both) to assist GreenCourt with systems integration;

(c) A thorough process for entering paper-filed documents into the CMS, including both case information and document images. The Parties agree that the value of PeachCourt depends largely on the completeness of the information to which attorneys and pro se filers have access;

(d) A trained staff within the Clerk's Office. The Parties agree that training is a wise investment and will contribute to the success of PeachCourt. Clerk will make training a priority for her/his staff and will allocate an adequate amount of time and resources for staff to participate in training; and

(e) Assurance by the Clerk that electronic documents are publicly accessible upon filing for viewing at no charge on a public access terminal available at the courthouse during regular business hours.

6. Disclaimer of Ownership

Except as otherwise obligated by the Agreement, the Council disclaims any ownership right in any Court Data including any commercial right to resell, recombine, reconfigure or retain any database, document or portion thereof transmitted to or from the Clerk's Office.

7. Compensation for Processing Electronic Filings and Data

As consideration and compensation for the processing of electronic filings and data and the obligations of the Clerk under this MOU the Council agrees to:

(a) Pay the Clerk the sum of $0.50 for each successful Transaction of which a Transaction Fee is charged and collected by GreenCourt.

8. Conditions for Payment

To be eligible for payments pursuant to paragraph 7(a) the Clerk shall:

(a) Execute this MOU;

(b) Provide GreenCourt with the necessary banking information to facilitate the ACH transfer of payments earned pursuant to this MOU.

9. Clerk's Duties Relating to Payments Received

All sums received by the Clerk pursuant to this MOU shall be considered as revenue to the office of the Clerk of Superior Court. The Clerk shall subsequently pay such sums to the governing authority of the county on a regular continuing basis unless there exists, in force, current and effective, at least one of the following:

(a) Written agreement between the Clerk and the county governing authority authorizing the Clerk to specifically use such funds for purposes as designated in such agreement or approval.

(b) Official written approval from the governing authority of the county, the county manager or other authorized representative of the county governing authority authorizing the Clerk to specifically use such funds for purposes as designated in such agreement or approval.

(c) Resolution officially adopted by the county governing authority authorizing the Clerk to specifically use such funds for purposes as designated in such resolution.

(d) An Act of the Georgia General Assembly authorizing the Clerk to utilize such funds for improvements in the office of the Clerk.

The Clerk certifies under oath that: (Clerk initial all that are applicable)

(a) _____ (Clerk initial if applicable) No agreement, approval or resolution exists and that all revenues shall be remitted to the county governing authority;

(b) _____ (Clerk initial if applicable) There is in current effect a written agreement with the county governing authority authorizing the use of such funds by the Clerk as described in such agreement;

(c) _____ (Clerk initial if applicable) There is in current effect written approval from the governing authority of the county, the county manager or other authorized representative of the county governing authority authorizing the Clerk to specifically use such funds for purposes as designated in such approval.

(d) _____ (Clerk initial if applicable) There is in current effect a Resolution officially adopted by the county governing authority authorizing the Clerk to specifically use such funds for purposes as designated in such resolution.

(e) _____ (Clerk initial if applicable) There is An Act of the Georgia General Assembly of local application authorizing the Clerk to utilize such funds for improvements in the office of the Clerk.

The Clerk shall provide to the Council copies of any such agreements, approvals or resolutions within 15 days of a request by the Council for same. Any payments due hereunder may be subject to suspension until such time that evidence of any such agreement, approval or resolution is received by the Council. In the event that any event occurs which changes the substance of the certifications above the Clerk shall notify the Council of the substance of such event(s) and provide written notice to the Council of same within 45 days of such event.

10. Term, Renewal and Termination

(a) Term.

This MOU shall come into effect on the Date of Execution by each of Clerk and Council, and shall remain in full force and effect for a period of five (5) years unless extended by mutual agreement between the parties hereto in writing. The MOU shall be subject to continuing renewal periods as provided in paragraph (b) below.

(b) Continuing Renewal, Additional Terms, Termination Option

Following the initial term as provided in paragraph (a), and any applicable additional renewal term as provided by this subparagraph, this MOU shall be automatically renewed and extended for an additional term of one (1) year without any affirmative action of either party if not otherwise terminated as provided herein. However, in no case shall the term of this MOU together with its extensions exceed fifty (50) years. Either party may notify the other of intention not to renew for the next applicable renewal term by mailing a written notice of intention not to renew within 90 days of the then current initial or renewal term expiration date.

(c) Change in Law

Notwithstanding any other provisions of this MOU the Council shall have the right to terminate this Agreement by giving thirty (30) days' written notice to the Clerk as a result of a circumstance that impairs or terminates (1) the Council's authorization to operate, (2) causes a material alteration in the programs administered by the Council, or (3) the Council's duties are substantially modified by legislative Act or due to any other legal reason.

11. Construction and Severability

This MOU is created solely for the administrative convenience of the Parties and creates no private right of action or benefit for any third parties. Participation with the PeachCourt E-File System is voluntary and the decision to do so is a business judgment. However, both Parties agree to work in cooperation together during the Term of this MOU and to comply with the provisions herein in good faith.

12. Compliance with Laws

The Clerk shall comply with all applicable rules, procedures and regulations adopted from time to time by the Council and all other applicable federal, state and local laws, rules, and regulations and all provisions required thereby to be included herein, are hereby incorporated by reference (all of the foregoing items in this Section 11 being sometimes referred to collectively as the "Governing Laws and Regulations").

13. Successors in Interest

All the terms, provisions, and conditions of the MOU shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

14. Entire Agreement

This MOU, including its recitals, represents the entire and integrated agreement between the Council and the Clerk and supersedes all prior negotiations, representations, or agreements, either written or oral which relate to the Clerk's relationship with the Council concerning the subject matter of this MOU. This MOU may be amended only by written instrument signed by the authorized representative of the Council and the Clerk.

ACCEPTANCE AND EXECUTION

Clerk of Superior Court of _____ County

By: _____
Signature

_____
Name

_____
Title

[ ] *I have the authority to bind this entity.*

_____
Date

Council of Superior Court Clerks of Georgia

By: _____
Signature

_____
Name

_____
Title

[ ] *I have the authority to bind this entity.*

_____
Date

Exhibit B

OLD BUSINESS

G. Consideration of proposed amendments to the Fayette County Code, Chapter 10. Motor Vehicles and Traffic, Article III. Motorized Carts, Sec. 10-42. Street Authorization, to be added in its entirety as presented by Planning and Zoning, Public Works, and the Sheriff's Office. (Renumbering existing Sec. 10-42. To 10-43. And renumber remaining sections.)

Mr. Pete Frisina reminded the Board that this issue was addressed at the July 2, 2008 Workshop meeting before saying the demand to use golfcarts on County roads is increasing. He informed the Board that golfcarts have been permitted use on roads within subdivisions as well as on Quarters Roads within the boundaries of Highgrove Subdivision and on Huiet Drive within the boundaries of Waterlace Subdivision. He reported that a number of requests are coming from Fayette County citizens who desire unincorporated Fayette County roads that connect to points of interest generally in Peachtree City, like Sumner Road, to be permitted for golfcart. He said Sumner Road is L-shaped, that a portion of the road extends into Peachtree and is permitted for golfcart usage, but the section located in unincorporated Fayette County does not permit golfcart use. He continued saying the ordinance basically states that any road can be authorized by the Board for golfcart use, and that the proposed amendments were attempting to clarify that authorization by specifying how streets will be authorized and by listing conditions that must be considered when a road is requested for golfcart use such as the street's classification, the posted speed limit, speed characteristics, the grade of the road, visibility distance, and other conditions related to the particular streets. He mentioned that other measures, such as reducing the speed limit, adding signage, or utilizing traffic counting devises, could be added to the conditions should the Board determine they are necessary. He closed reiterating the proposed amendments were designated to clarify the process.

Commissioner Horgan asked how would residents know if their streets have been approved for golfcart use, and Mr. Frisina replied that signs would be placed alongside the authorized roads notifying the public where golfcarts are and are not permitted. He continued saying this was a standard practice and that the Sheriff's Department had initiated the process in tandem with the Road Department based on a judge's guidance to notify the public before citations could be written.

Commissioner Pfeifer mentioned that Dividend Drive in Peachtree City has a 40 miles per hour speed limit and, despite that, golfcarts are driven on that road daily. He suggested looking into the reason that is permitted while suggesting an exception may be in place for that road. He further noted that citizens who live in unincorporated Fayette County are charged a substantially larger tag fee than the citizens of Peachtree City, and thought that was due to maintenance cost.

Commissioner Frady moved to adopt the proposed amendments to the Fayette County Code, Chapter 10. Motor Vehicles and Traffic, Article III. Motorized Carts, Sec. 10-42. Street Authorization to be added in its entirety, and to renumber existing sections 10-42. and 10-43., and to renumber the remaining sections. Commissioner Horgan seconded the motion. No discussion followed. The motion passed unanimously. A copy of the request, identified as "Attachment 15", follows these minutes and is made an official part hereof.

NEW BUSINESS

H. Consideration of a request from Sheila Studdard, Clerk of Superior Court, that Fayette County affiliate with the Georgia Superior Courts Cooperative Authority which would allow Fayette County records to be provided to the Authority in exchange for a fee.

Ms. Sheila Studdard said she inherited a situation where, prior to her tenure as Clerk of Superior Court, court records had not been microfilmed as required in Title 15 of Georgia State law. She said that, with the Board's provision of $40,000 to $50,000, she was able to preserve all of the land records dating to 1823 by microfilming them, but she could "only guess what the cost would be to preserve the court records". She stated that she has explored the options available to her and found that the Georgia Superior Courts Cooperative Authority allows clerks to enter into agreements with them in order to exchange land records for a fee. She acknowledged that Fayette County provides funding to her Office before she repeated that the cost of electronically preserving records is unknowable and asked the Board to consider her request.

Chairman Smith asked how long it would take to complete the preservation project. Ms. Studdard replied the work would encompass the entirety of Fayette County's history before answering that she did not know how long it would take to complete the project. Chairman Smith next asked if the funding would come from access fees from the Georgia Superior Courts Cooperative Authority. Ms. Studdard explained there would be no access fees, but she would be selling Fayette County's records to the Authority so they could place them on a statewide index which is kept by the Authority. She said the Georgia Superior Courts Cooperative Authority would pay her $0.25 a page, and continued saying she would not enter into any agreement where Fayette County could not pay for the project. She explained that she would break the project into smaller projects so that, should the funding come to an end, the County would not owe money to a vendor who is hired to microfilm court records. Chairman Smith asked if there was anything in this agreement that would replace other work currently being performed in the County, and asked if this was a totally new project. Ms. Studdard answered that no other work like this, to her knowledge, was being performed in the County, and said this is a new project for the court records.

Commissioner Frady rhetorically asked if Ms. Studdard's office would be paid for the records. Ms. Studdard said the Georgia Superior Courts Cooperative Authority would pay her office with State money, and the money she received would be set aside to pay for the restoration and preservation of more court records. Commissioner Frady mentioned this would be a savings to the taxpayers. Ms. Studdard agreed, since Georgia law requires the Clerk of the Court to microfilm or electronically image court records.

Mr. Krakeel added there were two related issues he wanted to bring to the Board's attention. He said the first issue was that approximately $28,000 had been budgeted in the current 2009 fiscal year budget, and that money would be made available back to Fayette County and placed into the General Fund's fund balance. He stated that since the $28,000 would not be expended, the County would realize an immediate savings. The second issue was that the money received by the Clerk of the Court for images that are sold to the Georgia Superior Courts Cooperative Authority would be solely dedicated to the use of imaging and microfilming the records until the project is complete.

Chairman Smith noted there were two changes that he was requesting for Items Three and Four. He requested Item Three to read "fiscal year accounting" instead of "calendar year accounting" in order to coincide with the County's accounting year. He further requested that Item Four be amended to state that at the conclusion of the project, meaning all the ensuing years have been microfilmed or electronically preserved, that the residual monetary balance will be remitted to Fayette County.

Commissioner Frady moved to approve Resolution 2008-11 entering into an agreement with the Office of the Clerk of Superior Court as presented for the preservation of records, with changes as noted by the Chairman, and to authorize the Chairman to sign the same. Commissioner Horgan seconded the motion. No discussion

followed. The motion passed unanimously. A copy of the request and Resolution 2008-11, identified as "Attachment 16", follow these minutes and are made an official part hereof.

I. Approval of staff's recommendation to award the bid for the Milam Road Culvert Repair Contract (Proposal #658) to Engineering Restorations, Inc. for the amount of $97,600. This project also includes other improvements to the bridge.

Road Department Director Zack Taylor spoke about this request and said this bid was obtained through the Request for Proposals (RFP) process. He added the RFP included specifications including right-of-way, traffic control, and detouring considerations.

Commissioner Maxwell recalled that part of the historical problem with this repair work was it would cause the total closure of Milam Road for a period of time. He asked if that problem was resolved. Mr. Taylor said the problem was resolved, and that while there was the desire to keep all the lanes open on Milam Road, there would be some lane closures while the guardrail was installed. Commissioner Maxwell asked, should the recommendation be approved, when would the project begin and end. Mr. Taylor replied that, once the contact went through County Attorney Scott Bennett's office, the work would be completed in 30 to 45 days.

Commissioner Horgan moved to approve staff's recommendation to award the bid for the Milam Road Culver Repair Contract to Engineering Restorations, Inc. for the amount of $97,000. Commissioner Frady seconded the motion. No discussion followed. The motion passed unanimously. A copy of the request, identified as "Attachment 17", follows these minutes and is made an official part hereof.

J. Consideration of Water Committee's recommendation to award the annual contract for waterline extensions to the low bidder, Lantz Construction, at a cost of $1,149,635.

Mr. Russell Ray stated that the Water System was asking the Board to award the contract to Lantz Construction for the price as read from the agenda. Commissioner Frady asked if this was an annual contract and if it had anything to do with Lake McIntosh. Mr. Ray replied it had nothing to do with Lake McIntosh, but that it was an annual contract similar to what has been occurring for the last five years. Commissioner Horgan asked if only three bids were sent. Mr. Ray answered that six contractors looked at the project but only three bid on it. Chairman Smith asked if he correctly understood that the annual contract was not for a specific job, but was for any project that may be undertaken by the Water System during the year. Mr. Ray said the Chairman's understanding was correct.

Commissioner Frady moved to approve the Water Committee's recommendation to award the annual contract for waterline extensions to the low bidder, Lantz Construction, at a cost of $1,149,365. Commissioner Horgan seconded the motion. The motion passed unanimously. A copy of the request, identified as "Attachment 18", follows these minutes and is made an official part hereof.

ADMINISTRATOR'S REPORT

Professional Exchange Program: Interim County Administrator Jack Krakeel announced Fayette County received notification earlier in the day from the Department of Homeland Security that Captain Pete Nelms was selected to participate in a professional exchange program that exists between the Georgia National Guard and the Republic of Georgia. He explained the program would begin on September 13 and end on September 19, and the purpose of the program was related to emergency management. He reiterated that the State of Georgia nominated Captain Nelms to

Exhibit C

STATE OF GEORGIA
COUNTY OF FAYETTE

FILED IN OFFICE
CLERK OF SUPERIOR COURT
FAYETTE COUNTY, GA.

2008 JUL 25 PM 3 57

SHEILA STUBBARD, CLERK

FAYETTE COUNTY BOARD OF COMMISSIONERS

RESOLUTION NO. 2008-11

ESTABLISHMENT OF A COURT TECHNOLOGY FUND WITHIN THE OFFICE OF THE CLERK OF SUPERIOR COURT

WHEREAS, the Clerk of the Superior Court, State Court, and Magistrate Court of Fayette County (hereinafter called "Clerk" or "Clerk of Court") is duly authorized by law to enter into and participate in various projects with the Georgia Superior Court Clerks' Cooperative Authority (hereinafter called the "Authority"), an authority of the State of Georgia, for the purpose of effectuating statutory provisions required of the Authority for electronic delivery of data filed in the Clerk's Office (including, but not limited to, real estate, personal property, liens, and notary public records);
and

WHEREAS, the Clerk desires to provide to the Authority digital images and indices of such records; and

WHEREAS, the Authority has extended an offer to the Clerk to enter into a contract with the Clerk for such purposes and agreed to remunerate Fayette County for such data and services provided by the Clerk; and

WHEREAS, the County and the Clerk desire to earmark such funds and other proceeds from the Authority for ongoing funding of technological improvements and preservation of the Court's records within the Clerk's Office;

NOW, THEREFORE, in consideration of the mutual agreements herein set forth, the Fayette County Board of Commissioners (hereinafter called "County") and Clerk agree to the following:

1. The Authority is authorized and hereby directed to make payable to the Clerk any proceeds, sums, reimbursements, payments, grants, or awards otherwise payable to the County for the above-described data and services which are provided to the Authority by the Clerk.
2. The Clerk shall be authorized to expend such proceeds, sums, reimbursements, payments, grants, or awards for technological and record management projects within the Office of the Clerk of Superior Court or as otherwise deemed necessary by the Clerk for the purpose of establishing, maintaining, or improving networks and/or systems essential for providing access to data within the Clerk's Office.
3. Not later than July 1 of each calendar year, the Clerk shall provide to the County a detailed enumeration of funds derived from the Authority and the purposes for which the Clerk expended such funds during the fiscal year.
4. In the event the Clerk does not expend all funds derived from the Authority during the fiscal year in which such sums are received by the Clerk, the residual balance shall be

held in an account by the Clerk and carried over to the next fiscal year until the project is completed.

APPROVED THIS 24th day of July, 2008.

BOARD OF COMMISSIONERS

Jack Smith, Chairperson

Attest:

Jack Krakeel, Interim County Administrator

CLERK OF COURT

Sheila Studdard