

**INTERGOVERNMENTAL AGREEMENT BETWEEN HALL COUNTY,
GEORGIA AND DAWSON COUNTY, GEORGIA - JUDICIAL SERVICES FUNDING**

This Agreement, entered into this 13th day of July, 2000, by and between the County of Hall, Georgia, a political subdivision of the State of Georgia ("Hall") and the County of Dawson, Georgia, a political subdivision of the State of Georgia ("Dawson").

WITNESSETH:

WHEREAS, the Northeastern Judicial Circuit is comprised of the Counties of Hall and Dawson; and

WHEREAS, the Superior Court and Juvenile Court Judges of the Northeastern Judicial Circuit maintain their primary offices in Hall County with supplemental offices being maintained in Dawson County, Georgia, for use during the terms of Court as held by the Dawson Superior and Dawson Juvenile Courts; and

WHEREAS, the District Attorney of the Northeastern Judicial Circuit serves both the Hall County Superior Court and the Dawson County Superior Court, and maintains an investigator on staff who is also used in the investigation of Hall County and Dawson County Superior Court cases;

and

WHEREAS, where possible and practical, it is the policy of both counties herein to avoid duplication of services where the same high level of service may be provided to the citizens of both counties at the same or at reduced cost; and

WHEREAS, Hall and Dawson have heretofore agreed that Dawson shall reimburse Hall for a percentage of the costs of the staff and administrative support personnel utilized by the Hall County Superior Court, the Juvenile Court of Hall County and

the Hall County District Attorney's Office to the extent such administrative assistance is also provided directly in support of the Dawson County Superior and Juvenile Courts; and

WHEREAS, both Hall and Dawson are desirous of entering into an intergovernmental contract wherein their previous oral agreement as to reimbursement shall be set forth in writing and approved by the governing body of both counties.

NOW, THEREFORE, in consideration of the covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Superior Court.

Dawson shall reimburse Hall in an amount equaling 10% of the total cost of benefits and salaries of the secretaries and law clerks who are employed by the Hall County Superior Court Judges. Said sum shall be billed by Hall and paid by Dawson monthly.

2. Juvenile Court.

In accordance with that order of the Northeastern Judicial Circuit as entered by the Honorable C. Andrew Fuller, the Honorable John E. Girardeau, and the Honorable Kathlene F. Gosselin, dated September 30, 1999, the salary of the Judge of the Juvenile Court of both Hall and Dawson Counties is set at an annual sum beginning October 1, 1999, and continuing thereafter until further order of the Superior Court. This salary is directed to be paid from the general funds of Hall and Dawson Counties by the governing authorities of each county with Dawson County paying 16.67% of such annual salary and Hall County paying 83.33% of said sum. In addition to the annual salary, Hall and Dawson Counties shall contribute seven and one-half percent (7½%) of the total salary paid to the

Juvenile Court Judge to the Georgia Judicial Retirement Plan of the State of Georgia as required by law. In computing this percentage, each county shall pay seven and one-half percent (7½%) of their portion of the total salary. These percentages shall continue to apply unless otherwise agreed by the parties hereto notwithstanding any change or modification of the annual salary of the Judge of the Juvenile Court of the Northeastern Judicial Circuit. It is also agreed, for purposes of efficient administration, that Hall County shall administer the Juvenile Court Judge's entire salary and benefits, and will bill Dawson County for its share thereof pursuant to the agreement set forth herein.

3. District Attorney.

It is further agreed that Dawson shall reimburse Hall in an amount equal to ten percent (10%) of the salary and benefits paid to the District Attorney Investigator maintained by the Hall County District Attorney's Office for use in investigating cases in both Hall and Dawson Counties. In addition, Dawson shall reimburse Hall for ten percent (10%) of the fuel and maintenance cost of the investigator's vehicle as provided through the Hall County District Attorney's Office. Said sum to be billed by Hall and paid by Dawson on a monthly basis.

4. Term.

The terms and conditions of this intergovernmental agreement will be in effect for a period of three years from the date of the execution by the last party hereto. Upon the expiration of the initial term hereof, Dawson may elect to renew the agreement for an additional term of three years with compensation paid by Dawson to Hall being subject to renegotiation. In the event Dawson seeks to renew this agreement at the expiration of its

initial term, Dawson shall advise Hall of such intent in writing no later than (90) days prior to the expiration date of this agreement.

5. Termination.

In the event that either Dawson or Hall find that the terms and provisions herein set forth are not satisfactory for any reason, this agreement can be terminated by either party providing the other with written notice of its intent to terminate, said notice being provided no less than ninety (90) days prior to the intended termination date.

6. Notices.

All notices must be in writing and be served by depositing the same in the United States Mail, postage paid, registered or certified, and addressed to the party to be notified, with return receipt requested; or by delivering the same in person to such party or an officer of such party; or by prepaid telegram addressed to the party to be notified. Notice deposited in the mail in the manner described shall be effective from the date it is so deposited. For purposes of notice, the addresses of the parties shall be as follows:

as to Hall County:

Hall County Board of Commissioners
P. O. Box 1435
711 Green Street, NE
Gainesville, Georgia 30503

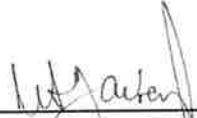
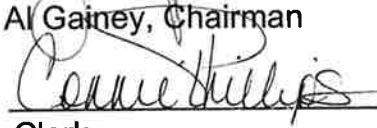
as to Dawson County:

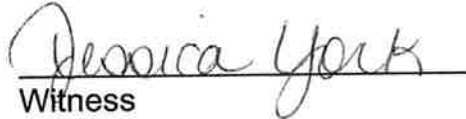
Dawson County Board of Commissioners
25 Tucker Avenue
Suite 102
Dawsonville, Georgia 30534

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, in duplicate, the day and year first above written.

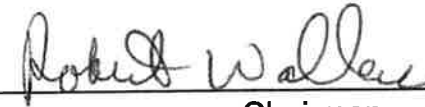
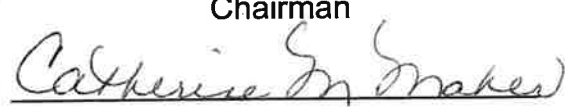
Signed, sealed and delivered
in the presence of:

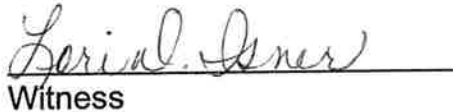
HALL COUNTY BOARD OF COMMISSIONERS

By: 
Al Gainey, Chairman
Attest: 
Clerk


Witness

**DAWSON COUNTY BOARD OF
COMMISSIONERS**

By: 
Chairman
Attest: 
Clerk

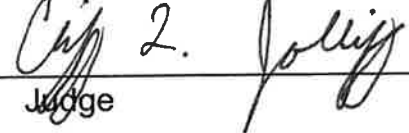

Witness

Consented to:

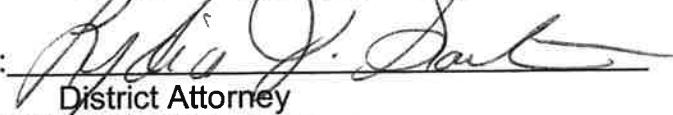
NORTHEASTERN CIRCUIT SUPERIOR COURT

By: 
Chief Judge

NORTHEASTERN CIRCUIT JUVENILE COURT

By: 
Judge

NORTHEASTERN CIRCUIT DISTRICT ATTORNEY

By: 
District Attorney

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