



Gordon County Government

Annette Berry <aberry@gordoncounty.org>

# Georgia Superior Court Clerk's Cooperative Authority

1 message

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Thu, Jun 5, 2014 at 4:59 PM

To: "boc@gordoncounty.org" <boc@gordoncounty.org>, Annette Berry <aberry@gordoncounty.org>, "gwalraven@gordon.org" <gwalraven@gordon.org>, "aleonard@gordoncounty.org" <aleonard@gordoncounty.org>

Dear Chairman Hood and Commissioners,

I have reviewed the proposed agreement between Gordon County and the Clerk of Superior Court of Gordon County pertaining to the earmark and receipt of funds by the Clerk's office from the Georgia Superior Court Clerk's Cooperative Authority. This is a simple contract where the Clerk of the Superior Court will provide the authority with digital images of certain public records. The authority then provides a pay for use service allowing the public to access these records over the Internet. The proposed agreement documents that the funds paid from the Authority to the Clerk will be earmarked for use as deemed necessary by the Clerk for establishing maintaining or improving within the Clerk's office. The agreement terminates on December 31, 2016 unless the Board takes affirmative action not to renew.

I have no legal objection to the approval of this contract.

Yours truly,

James F Ledbetter

James F Ledbetter P.C.

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\*\*\*\*\* PLEASE NOTE \*\*\*\*\*

This E-Mail/telefax message and any documents accompanying this transmission may contain privileged and/or confidential information and is

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14CV00064: ORDERS PER JUDGE  
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PLAINTIFF:

DEFENDANT:

DISPOSITION DATE: 1/1/1900

DISPOSITION TYPE:

PAGE #	DATE	DESCRIPTION
1 to 3	01/01/1900	Order: (See Memo)

STATE OF GEORGIA

COUNTY OF GORDON

**AGREEMENT**

This contract is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, between Gordon County, a political subdivision of the State of Georgia (hereinafter referred to as "County"), and the Clerk of Superior Court of Gordon County (hereinafter referred to as the "Clerk"), a constitutional officer of Gordon County, Georgia.

**RECITALS**

WHEREAS, the Clerk is duly authorized by law to enter into and participate in various projects With the Georgia Superior Court Clerks' Cooperative Authority (hereinafter referred to as the "Authority") an authority of the State of Georgia, for the purpose of effectuating statutory provisions Required of the Authority of electronic delivery of data filed of record in the Clerk's office (including, but not limited to, real estate, personal property, liens, and notary public record); and

WHEREAS, the Clerk desires to provide the Authority digital images 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 to remunerate Gordon 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 on-going funding of improvements within the Clerk's Office.

NOW, THEREFORE, in consideration of the mutual agreements herein set forth, the County desires to enter into this agreement with the Clerk upon the terms, covenants, and agreements set forth herein.

The County and Clerk agree to the following terms and conditions:

1. (a) 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.
- (b) Upon contracting with the Authority to provide the above-described data and services, the Clerk shall be authorized to expend such proceeds, sums, reimbursements, payments, grants or awards for projects within the Office of the Clerk of Superior Court or as otherwise deemed necessary the Clerk for the purposes of establishing, maintaining, or improving within the Clerk's Office.
2. This Agreement shall terminate on December 31, 2016. However, because of Article 9, Section 5, Paragraph 1, of the Constitution of Georgia, this Agreement will be from year to year, but will automatically renew itself unless and until the County takes affirmative action not to renew.
3. The foregoing constitutes the entire agreement between the parties and supersedes any agreements heretofore made. This Agreement shall be governed by the laws of the State of Georgia and may be amended only by a document in writing signed by a duly authorized representative of the County and the Clerk.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed in the manner prescribed by law on the day and year first above written.

GORDON COUNTY, GEORGIA

BY: \_\_\_\_\_  
Becky Hood, Chairman  
Board of Commissioners

SUPERIOR COURT OF GORDON COUNTY

BY: \_\_\_\_\_  
Grant Walraven,  
Clerk of Superior Court

Sworn to and subscribed before me  
this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public