**State of Georgia**

**County of XXXXX**

AGREEMENT

This contract is entered into effective on the date written below between the XXXXX County Board of Commissioners, XXXXX County, XXXXX, Georgia, a body politic (hereinafter referred to as "County") and the Clerk of Superior Court of XXXXX County (hereinafter referred to as "Clerk"), a constitutional county officer of XXXXX County, Georgia.

**WHEREAS,**

1. The Clerk is duly authorized by law to enter into and participate in various projects for the marketing and sale of data of the office of the clerk of superior court;
2. The Clerk desires to provide access to the public of digital images of such records;
3. The Clerk’s eFiling provider has extended an offer to the Clerk to enter into a contract with the Clerk for such purposes and to remunerate XXXXX County for such data provided by the Clerk; and
4. The County and the Clerk desire to earmark such funds and other proceeds from the sales of online images for on-going funding of technological improvements within the Clerk's Office;

Now, therefore, 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.

**ARTICLE ONE**

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

1. The eFiling provider 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 which is provided to the vendor by the Clerk.
2. Upon contracting with the vendor to provide the above-described data and services, 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 June 30 of each fiscal year, the Clerk shall provide to the County a detailed enumeration of funds derived from the Vendor and the purposes for which such funds were expended by the Clerk during the fiscal year. The enumeration shall also specify any funds that were not spent during the fiscal year.
4. In the event the Clerk does not expend all funds derived from the Vendor during the fiscal year in which such sums are received by the Clerk, the residual balance shall be paid into the general fund of the County or, (2) upon the mutual agreement of the County and the Clerk, held in abeyance by the Clerk and carried over to the next fiscal year for future technological and record management improvements within the Office of the Clerk.

**ARTICLE TWO**

This Agreement shall include any addendum or attachment that both parties have agreed to in writing.

**ARTICLE THREE**

The foregoing constitutes the entire agreement between the parties and supersedes any representation or 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

WITNESS the hand and seal of the authorized representatives of the County and the Clerk effective as of the date written below.

County Governing Authority by: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Clerk of Superior Court: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_