

Agreement Between

**The City of Dalton, Georgia,
The City of Chatsworth, Georgia,
Murray County, Georgia,
Whitfield County, Georgia,
And
The Conasauga Judicial Circuit
District Attorney's Office**

For Forensic Interviewer Services

This Agreement made and entered into this ____ day of _____, 2023 by and between THE CITY OF DALTON, GEORGIA ("Dalton"), THE CITY OF CHATSWORTH, GEORGIA ("Chatsworth"), MURRAY COUNTY, GEORGIA ("Murray"), WHITFIELD COUNTY, GEORGIA ("Whitfield"), and THE CONASAUGA JUDICIAL CIRCUIT DISTRICT ATTORNEY'S OFFICE ("DA").

GOALS AND OBJECTIVES

1. Provide a trained and certified Forensic Interviewer to assist with investigations involving the victims of child abuse and sexual assault.
2. Provide a forensic interview for all child victims of sexual and extreme physical abuse and assault.
3. Provide a neutral, child-friendly, and safe location for forensic interviews to be conducted.
4. Share the expenses related to this service between the agencies and governments which benefit therefrom.

A. RIGHTS AND DUTIES OF WHITFIELD COUNTY AND THE CONASAUGA JUDICIAL CIRCUIT DISTRICT ATTORNEY'S OFFICE

Whitfield County will fund a staff position within the District Attorney's Office for a certified forensic interviewer qualified to interview child and adult victims and witnesses in cases involving sexual abuse and severe physical abuse. The employee will work under the supervision and direction of the District Attorney conducting interviews in accordance with the goals and objectives outlined above in appropriate cases otherwise being investigated by the Whitfield County Sheriff's Office, the Murray County Sheriff's Office, the Dalton Police Department, and the Chatsworth Police Department. The total compensation package for this employee including all taxes, benefits and add-ons for calendar year 2023 is estimated to be seventy thousand and six-hundred and ninety five dollars (\$70,695.00)

B. RIGHTS AND DUTIES OF THE CITY OF DALTON, CITY OF CHATSWORTH, and MURRAY COUNTY

The cities of Dalton and Chatsworth, Georgia as well as Murray County, Georgia, will contribute to the funding of the aforementioned interviewer based on the following percentages which are derived from population statistics and previously agreed upon SPLOST revenue splits.

Dalton/Whitfield will be responsible for a combined 72% of the total compensation, further divided as follows:

Dalton will pay 35% of the 72% or 25.2% of the total annual cost.

Whitfield will pay 65% of the 72% or 46.8% of the total annual cost.

Chatsworth/Murray will be responsible for a combined 28% of the total compensation, further divided as follows:

Chatsworth will pay 12% of the 28% or 3.36% of the total annual cost.

Murray will pay 88% of the 28% or 24.64% of the total annual cost.

Dalton, Chatsworth, and Murray shall be billed by Whitfield semi-annually for such Costs, in February and August during the Term. The invoice shall be due and payable within 30 days of the receipt thereof.

C. TERM

The term of this Agreement shall be twelve (12) months and shall commence on January 1, 2023 and expire on December 31, 2023 (the "Term"). Provided, however, any party may terminate this Agreement upon sixty (60) days' prior written notice to the other parties.

In the event any party determines that a modification of this Agreement is necessary, such party shall request the other parties to enter into discussions regarding the modification of this Agreement. Within 5 business days of such request the parties shall hold a discussion and negotiate in good faith in an effort to find a solution to the requesting party's concerns. In the event the parties cannot reach an agreement regarding the modification of this Agreement within thirty (30) days of such request, any party may terminate or exit this Agreement upon thirty (30) days' prior written notice to the other parties. If neither party elects to terminate this Agreement, the terms of this Agreement shall remain in full force and effect until the expiration of the Term unless sooner terminated as provided herein.

Absent written notice as outlined above, the term of this agreement shall automatically renew for an additional 12-months beginning on January 1st of each year.

D. SEVERABILITY

Each provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of the Agreement.

IN WITNESS WHEREOF, the parties have caused this agreement to be signed by their duly authorized officers.

Signed, sealed, and delivered in the presence of:

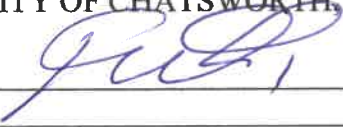
THE CITY OF DALTON, GEORGIA

By: _____


Attest:

Title: Mayor, City of Dalton

THE CITY OF CHATSWORTH, GEORGIA

By: 

Attest:

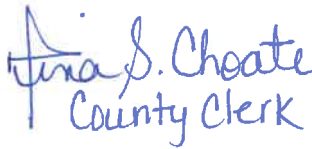

County Clerk

Title: Mayor, City of Chatsworth

MURRAY COUNTY, GEORGIA

By: 

Attest:


County Clerk

Title: Sole Commissioner, Murray County

WHITFIELD COUNTY, GEORGIA

By: _____

Attest:

Title: Chairman, Board of Commissioners,
Whitfield County

DISTRICT ATTORNEY, CONSAUGA JUDICIAL CIRCUIT

By: 

Attest:


Chief Investigator

Title: District Attorney