



STAFF MEMO: FINANCIAL

TO: Honorable Mayor and City Council Members
FROM: Stacey Inglis, Deputy City Manager
DATE: Submitted on July 29, 2024 for the August 5, 2024 Regular City Council Meeting

DocuSigned by:

Stacey Inglis

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AGENDA ITEM: Consideration of the Second Amendment to the Intergovernmental Agreement Between the City of Milton, Georgia and the City of Alpharetta, Georgia Regarding Shared Municipal Court Facilities and Services to Include Sharing an Administrative Assistant

DEPARTMENT RECOMMENDATION

Staff recommends approval.

EXECUTIVE SUMMARY

In May 2021, Milton and Alpharetta entered into an intergovernmental agreement (IGA) that allowed for Alpharetta to co-locate their court services in Milton's facility, as well as the sharing of a court clerk. In April 2022, this partnership was expanded to include sharing a full-time court solicitor.

The proposed second amendment would further expand shared services by adding an administrative assistant. This employee, hired by the City of Alpharetta, would dedicate 40% of their work to the Milton Municipal Court and 60% to the Alpharetta Municipal Court. This position aims to address the increasing case dockets in both cities and improve response times for assisting citizens.

The funding for this amendment, totaling \$29,200, was approved in the FY 24 budget.

FINANCIAL IMPACT

The financial impact would be 40% of the administrative assistant's salary and benefits. For FY 24, the actual impact will be approximately \$5,000 for August and September. For future years, the cost is projected to be around \$30,000 with annual increases for market adjustments to the salary and benefits.

PROCUREMENT SUMMARY

Purchasing method used: Intergovernmental Agreement
Account Number: 100-2650-521210000

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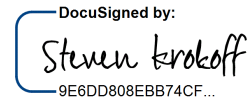
Requisition Total: FY 24 - \$5,000.00 (multi-year IGA)

REVIEW & APPROVALS

Financial Review: Karen Ellis, Finance Director –  DocuSigned by: 46755D597160487

Legal Review: Greg Mayfield, Jarrard & Davis, LLP – July 29, 2024

Concurrent Review: Steven Krokoff, City Manager – July 29, 2024

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ATTACHMENTS

Intergovernmental Agreement

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**SECOND AMENDMENT TO INTERGOVERNMENTAL AGREEMENT
REGARDING SHARED MUNICIPAL COURT FACILITIES AND SERVICES**

THIS SECOND AMENDMENT TO INTERGOVERNMENTAL AGREEMENT (this “*Amendment*”) is made and entered into as of the _____ day of _____, 2024 (“*Effective Date*”), by and between **CITY OF MILTON, GEORGIA**, a municipal corporation of the State of Georgia (“*Milton*”), and **CITY OF ALPHARETTA, GEORGIA**, a municipal corporation of the State of Georgia (“*Alpharetta*”), collectively, the “*Parties*”.

WITNESSETH:

WHEREAS, the Parties are authorized to enter into this Amendment pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia of 1983 regarding intergovernmental contracts; and

WHEREAS, the Parties entered into that certain Intergovernmental Agreement between the City of Milton, Georgia and the City of Alpharetta, Georgia Regarding Joint Use of Municipal Court Facilities and Shared Municipal Clerk Services dated May 24, 2021 (the “*Agreement*”); and

WHEREAS, on April 18, 2022, the Parties entered into that certain First Amendment to the Agreement which expanded the shared services for the municipal court to include a court solicitor; and

WHEREAS, the Parties desire to further expand the shared services for the municipal court under the Agreement by adding an administrative assistant position to assist with closing cases, processing open records requests, scheduling court dates, processing incoming mail, and other administrative tasks; and

WHEREAS, in order to provide for the shared services of an administrative assistant in the operation of the municipal court, the Parties desire to amend the terms and conditions of the Agreement as provided herein.

NOW, THEREFORE, for and in consideration of the foregoing, the public purposes, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby do mutually agree to amend the Agreement as follows:

A. **Recitals a Part of Amendment; Definitions.** The Parties agree that the foregoing recitals and premises constitute a substantive part of this Amendment. Any capitalized term not defined herein shall have the same meaning as defined in the Agreement.

B. **Amendment to Section III.A of the Agreement.** Section III.A of the Agreement is hereby modified and amended by deleting Section III.A in its entirety and substituting in lieu thereof the following:

“Shared Personnel Services. Milton and Alpharetta shall share the services of a municipal court clerk (“*Clerk*”), a court solicitor (“*Court Solicitor*”), and an administrative

assistant (“*Administrative Assistant*”; the Clerk, Court Solicitor, and Administrative Assistant collectively, the “*Shared Personnel*”). The Shared Personnel will be directed to be reasonably available to both Milton and Alpharetta throughout the week, but will be expected to spend, on average, forty percent (40%) of each work week on Milton court matters and sixty percent (60%) of each work week on Alpharetta court matters.”

C. **Amendment to Section III.B of the Agreement.** Section III.B of the Agreement is hereby modified and amended by deleting Section III.B in its entirety and substituting in lieu thereof the following:

“Shared Personnel Compensation. Each of the Shared Personnel will be an employee of Alpharetta, and Alpharetta shall be solely responsible for paying the salary and benefits for the Shared Personnel. Milton shall reimburse Alpharetta forty percent (40%) of the prorated cost of the Shared Personnel’s base salary and forty percent (40%) of the prorated cost of the employee benefits provided to the Shared Personnel. Any modification to the salary and benefits paid to the Shared Personnel other than routine pay increases and benefit enhancements that most other Alpharetta employees are also receiving shall require an amendment to this IGA signed by both parties.”

D. **Amendment to Section III.C of the Agreement.** Section III.C of the Agreement is hereby modified and amended by deleting Section III.C in its entirety and substituting in lieu thereof the following:

“Filling of Vacancy for Clerk and Administrative Assistant. If either the Clerk or Administrative Assistant position becomes vacant during the term of this IGA, Alpharetta shall be responsible for, and have final discretion in, the hiring of a Clerk or Administrative Assistant, as appropriate, to fill such vacancy; provided that Milton shall be given a substantial role in the selection and hiring process.”

E. **Amendment to Section III.E of the Agreement.** Section III.E of the Agreement is hereby modified and amended by deleting from the first sentence the words: “In the event that the shared Court Clerk’s/Court Solicitor’s acts or omissions cause,” and substituting in lieu thereof the following:

“In the event that the acts or omissions of any Shared Personnel cause,”

F. **Amendment to Section V.D of the Agreement.** Section V.D of the Agreement is hereby modified and amended by deleting Section V.D in its entirety and substituting in lieu thereof the following:

“Termination of a Shared Personnel Position. In the event Milton determines to no longer utilize the services of any of the Shared Personnel as contemplated in Section III of this IGA, Milton may terminate its obligation as to any Shared Personnel position under Section III of the IGA without further obligation on the part of Milton. Upon such termination, Milton’s 40 percent reimbursement obligation for such position shall likewise end, except that Milton shall be responsible for any unpaid reimbursement that accrued

prior to termination. Any termination, as provided herein, shall occur only after Milton provides Alpharetta sixty (60) days' advance written notice of intent to terminate. This notice may be issued via email delivery to the Alpharetta City Administrator. Such notice shall specify which Shared Personnel position is being terminated. Upon Milton's termination of the services of one or more Shared Personnel positions, Section III of the IGA shall then become a nullity and unenforceable against Milton as it pertains to the terminated position(s). Notwithstanding the foregoing, upon Milton's termination of the services of any Shared Personnel position, the remainder of this IGA (except for those obligations related to the terminated Shared Personnel position) shall remain in full force and effect and binding on both Parties."

G. **Ratification**. Except as expressly modified and amended by this Amendment, the Agreement is and shall remain in full force and effect. The Parties hereby ratify and confirm the Agreement as modified herein.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the Effective Date first written above.

MILTON:

ALPHARETTA:

CITY OF MILTON, GEORGIA

CITY OF ALPHARETTA, GEORGIA

By: _____
Peyton Jamison
Mayor

By: _____
Jim Gilvin
Mayor

Attest: _____
Tammy Lowit
City Clerk

Attest: _____
Lauren Shapiro
City Clerk

[CITY SEAL]

[CITY SEAL]