

Section 3. That the City shall provide all clerical staff required for the handling of Municipal cases pursuant to this contract, all cases disposed of shall be reflected on the Municipal Court dockets, and all fees, fines and costs shall be handled through Municipal finance officers and not through the Greenville County Treasurer.

Section 4. It is agreed between the parties hereto that the City will insure that the functions of Municipal Judge and County magisterial functions shall be kept entirely separate and that performance of duties as Municipal Judge shall not interfere with the performance of magisterial duties.

Section 5. Assignment of such magistrate to such service shall be made by the Chief Magistrate Judge for Greenville County. The Magistrate assigned to serve as Municipal Judge shall retain the powers, duties and jurisdiction conferred upon Magistrates. The Magistrate assigned shall be held responsible for the maintenance of separate and district records for both the Magisterial Court and the Municipal Court and all reports shall be filed separately. All record keepings including docket books, arrest warrant books, checking accounts and receipt books as well as all supplies of forms shall be maintained separately.

Section 6. This agreement shall be effective for a period of one (1) year commencing January 1, 2018 with renewable one (1) year terms and shall be considered automatically renewed from year to year. Both parties may mutually agree to cancel this agreement at any time, and either party may cancel this agreement at any time after providing a 90 day written notice of termination.

Section 7. It is understood and agreed between the parties hereto that should this contract be terminated for any reason the compensation provided for herein will cease.

Section 8. This instrument constitutes the entire agreement between the parties and any modification hereto shall be in writing and executed in the format utilized herein. Any amendments shall be filed with the Office of Court Administration for the State of South Carolina.

IT IS SO AGREED, this _____ day of _____, 2017.

WITNESSES:

CITY OF TRAVELERS REST

By: _____
Wayne McCall, Mayor

By: _____
Dianna Gracely, City Administrator

WITNESSES:

COUNTY OF GREENVILLE

Regina G. McCaskill
Clerk to Council

By: _____
Herman G. Kirven, Chairman
Greenville County Council

By: _____
Joseph Kernell, Chairman
County Administrator