

**STATE OF GEORGIA
COUNTY OF COWETA**

**INTERGOVERNMENTAL AGREEMENT BETWEEN
COWETA COUNTY, GEORGIA, THE CITY OF
SENOIA, AND THE SHERIFF OF COWETA COUNTY REGARDING THE
DETENTION OF INMATES AT THE COUNTY JAIL**

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter the "Agreement"), entered into this _____ day of _____, 2019, by and between Coweta County, Georgia, a political subdivision of the State of Georgia (hereinafter the "County"), the City of Senoia, Georgia, a municipal corporation of the State of Georgia (hereinafter the "City"), and the Sheriff of Coweta County, Georgia (hereinafter the "Sheriff").

WITNESSETH:

WHEREAS, the City desires to contract with the County and the Sheriff for the detention of individuals charged with or convicted of violation of the laws and ordinances of the City or held as material witnesses (hereinafter the "Inmates"); and

WHEREAS, the County, through the Sheriff's Office Jail Division, operates a jail facility located at 560 Greison Trail (hereinafter the "Jail"); and

WHEREAS, the Jail complies with federal and state laws and is operated in accordance with such laws, standards, policies and procedures; and

WHEREAS, State law defines the Sheriff as the official jailer of the county (hereinafter the "Jailer"), and is responsible for the health, safety, and welfare of all Inmates in the Jail; and

WHEREAS, sufficient space is available at the Jail to house Inmates for the City.

NOW, THEREFORE, for and in consideration of the premises and the mutual undertakings hereinafter contained, the County, the City, and the Sheriff hereby agree as follows:

1. Scope of Services

1.1 It is the intent of this Agreement that, in pursuance of law enforcement in and for the City, the Sheriff will accept, book, and house Inmates for the City as defined herein.

2. Definitions

2.1 As used throughout this Agreement, the following terms shall have the meaning set forth below:

- a. "Book" shall mean (1) to complete NCIC/GCIC fingerprinting and submit to the appropriate jurisdiction(s); (2) to complete and submit Offender Based Tracking System; and (3) to complete intake booking procedures.
- b. "Jail Officer in Charge" means the Sheriff's designee who supervises the Jail.
- c. "Inmate Day" means any part of one (1) calendar day beginning at 12:00 a.m. and ending at 11:59 p.m.

3. Obligations of the Sheriff

3.1 The Sheriff will accept into the Jail such Inmates as the City may request and shall give priority in the housing of Inmates over prisoners from other counties at the sole discretion of the Sheriff. The Sheriff shall accept the Inmates into the Jail and provide for the health, safety, and welfare of the Inmates in accordance with federal, state, and local laws, standards, policies and procedures applicable to the operation of the Jail.

3.2 The Sheriff shall keep a record of the Inmates committed to the Jail, which shall include but not be limited to the following:

- a. the name of the person committed;
- b. the person's age, sex and race;
- c. the process under which the person was committed;
- d. the date of commitment to the Jail;
- e. under what order discharged.

3.3 Transportation of Inmates to and from the Jail to Coweta County Superior, State, Magistrate and Probate Court shall be performed by the Sheriff's Office and the expense thereof shall be borne by the County.

3.4 All Inmates delivered to the Jail by the City shall be under the direct supervision and control of the Sheriff. The City agrees that the Sheriff shall compute the maximum "good time allowance" for Inmates the same as for non-State or Superior Court sentenced Inmates. The conversion of the computation of the Inmates from earned time governed sentences to good-time governed sentences shall be made by the Sheriff and the City agrees to be bound by such determination.

3.5 All rules and regulations legally and constitutionally adopted and promulgated by the Sheriff for the operation of the Jail shall be applicable to Inmates, and the Sheriff is granted the authority to enforce same, including the right to work Inmates and allow them to serve as trustees.

4. Obligations of the City

4.1 The City agrees to transport the Inmates to the Jail and release them to the custody of the Jail Officer in Charge. The Jail Officer in Charge has the right to refuse an Inmate without adequate medical clearance.

4.2 The City shall provide transportation to and from Municipal Court and Juvenile Court and the expense thereof shall be borne by the City. Removal and return of the same Inmate in a 24-hour period by the City shall not constitute a new Inmate.

4.3 The City shall impose a ten (10) percent fee applicable to fine cases and an additional ten (10) percent fee when a defendant is posting bail or bond as required by O.C.G.A. §15-21-90, et seq. Said fees collected by the City shall be remitted to the County within forty-five (45) business days for deposit in the County's Jail Fund.

5. Cost Attendant to Custody

5.1 The Sheriff shall maintain physical custody of the Inmates and shall furnish food and clothing. All health care expenses including transportation (ambulance), medical or prescription expenses shall be billed to the City. Should a City Inmate housed at the County Jail need outside medical attention, it will be the responsibility of the City to transport the Inmate to that facility and maintain security on that Inmate until such time the Inmate is medically cleared to return to the Jail. The decision of when medical care shall be provided shall be at the discretion of the Jail Officer in Charge. The decision regarding what medical facility the Inmate should be transported to shall be at the discretion of the City.

6. Transition from City Inmate Status

6.1 It is understood and agreed that Inmates shall be chargeable to the City unless release or booked for violation of State misdemeanor or felony charges or bound over by the Municipal Court to State Court or Superior Court of Coweta County, Georgia.

7. Term and Termination

7.1 The term of this Agreement shall commence on October 1, 2019 and shall expire on September 30, 2020.

7.2 This Agreement shall automatically renew for additional terms of one (1) year beginning on October 1 unless terminated as defined herein. In no event shall this Agreement exceed fifty (50) years.

7.3 This Agreement may be terminated by either party, with or without cause, upon ninety (90) days written notice.

8. Notices

8.1 All notices provided herein shall be in writing and shall be deemed to have been given when deposited in the United States mail and sent via certified mail, return receipt requested, addressed as follows:

County: County Administrator
Coweta County, Georgia
22 East Broad Street
Newnan, Georgia 30263

City: City Administrator
City of Senoia
P.O. Box 310
Senoia, Georgia 30276

Sheriff: Coweta County Sheriff
560 Greison Trail
Newnan, Georgia 30263

9. Modification

9.1 The parties may modify this Agreement only in writing by having a modification signed by all parties and adopted pursuant to the Open Meetings Act, O.C.G.A. 50-14-1, et seq.

10. Severability

10.1 Should any provision of this Agreement or application thereof to any person or circumstance be held invalid or unenforceable, the remainder of this Agreement, or the application of such provision, to any person or circumstance other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the full extent permitted by law.

11. Entire Agreement

11.1 This Agreement is a full and complete statement of the terms of the parties as to the subject matter hereof and has been authorized by proper action of the respective parties.

12. Governing Law

12.1 This Agreement and all transactions contemplated hereby, shall be governed by, construed and enforced according to the laws of the State of Georgia.

IN WITNESS WHEREOF, the parties hereto, acting through the duly authorized officer of the governing authority, as witnessed, have executed this Agreement, in duplicate originals, under their respective seals, the day and year as first above written.

CITY OF SENOIA, GEORGIA:

By: _____

Mayor

Attest: _____

Clerk

(SEAL)

COWETA COUNTY, GEORGIA:

By: _____

Chairman

Attest: _____

Clerk

(SEAL)

SHERIFF OF COWETA COUNTY:

By: _____

Sheriff

Witness: _____