

MEMORANDUM OF UNDERSTANDING

BETWEEN

COBB COUNTY, GEORGIA

AND

FULTON COUNTY, GEORGIA

TEMPORARY INMATE HOUSING AGREEMENT

THIS MEMORANDUM OF UNDERSTANDING is made and entered into upon all parties affixing their signatures on this document between Cobb County, Georgia, a political subdivision of the State of Georgia (hereinafter “Cobb County”), and its Sheriff (hereinafter “Cobb Sheriff”) and Fulton County, Georgia, a political subdivision of the State of Georgia (hereinafter “Fulton County”), and its Sheriff (hereinafter “Fulton Sheriff”).

WHEREAS, Cobb County has a jail facility located at 1825 County Services Pkwy, Marietta, Georgia 30008 available for inmate detention and use by Fulton County and the Fulton Sheriff, and,

WHEREAS, The Fulton County Sheriff’s Office requests the use of the Cobb County Jail Facility for housing of inmates on an as-needed basis.

WHEREAS, Cobb County is willing to make their jail facility available to Fulton County and the Fulton Sheriff for inmate housing as the need arises due to overcrowding at the Fulton County Jail Facility.

NOW, THEREFORE, in consideration of the mutual benefits flowing from one party to the other, it is hereby agreed as follows:

1. PURPOSE

This Memorandum of Understanding and Agreement (“MOU” or “Agreement”) between the Fulton County Sheriff’s Office and Cobb County Sheriff’s Office establishes duties and responsibilities of each party for housing up to five hundred (500) Fulton County Inmates.

2. DEFINITION

For the purposes of this MOU, the term “as- needed,” means when the Fulton County Jail exceeds its maximum capacity of inmates.

3. HOUSING

The Cobb County Sheriff’s Office will provide housing to Fulton County Jail inmates at the 1825 County Services Pkwy, Marietta, Georgia 30008 address. The Cobb County Sheriff’s Office agrees to provide housing, safekeeping, and other services to Fulton County inmates within its Jail consistent with the types and levels of services and programs routinely afforded its own population, and fully consistent with all applicable laws, standards, policies, and procedures applicable to its facility, unless or as specifically modified by this agreement. The type of detainees will be up to five hundred (500) non-juvenile males. Males must meet the minimal classifications of Cobb County Sheriff’s Office, or as approved by the Cobb Sheriff or designee.

4. BACKGROUND INFORMATION

The Fulton Sheriff shall provide to Cobb County all relevant information concerning the classification and background of the inmate(s) at the time of transfer. The Fulton Sheriff shall also supply Cobb County with any available medical, dental, psychological, or psychiatric information with respect to each inmate.

5. NORMAL MAINTENANCE SERVICES

Cobb County will provide normal maintenance services for all Fulton County inmates housed in Cobb County's jail facility. Normal inmate maintenance services shall be defined as those ordinary and relatively routine human needs common to all inmates as defined by the Cobb Sheriff or Jail Administrator. Generally, such normal maintenance shall include, but not be limited to, all administrative type services, inmate meals, inmate recreation, inmate library, educational services and other related miscellaneous and incidental inmate services provided by the jail facility for inmates housed in Cobb County's jail facility.

6. COORDINATION

A representative of the Fulton Sheriff and Cobb Sheriff shall be available daily to discuss problems or issues pertaining to the housing and administration of the Fulton County inmates. The Fulton Sheriff's representative shall be the Fulton Sheriff or his designated representative, and the Cobb County representative shall be the Cobb Sheriff or his designated representative.

7. MEDICAL AND OTHER SERVICES

Fulton County Sheriff's Office agrees not to send any inmates with known serious medical conditions. If an inmate develops a serious medical condition while at the Cobb County facility, Cobb County will notify the Fulton Sheriff within twenty-four (24) hours and ensure care for the Fulton County inmate per American Correctional Association (ACA) guidelines. Cobb County reserves the right to make the final determination regarding whether an inmate has a serious medical condition.

Cobb County agrees to pay for all routine medical, dental, psychological, or psychiatric treatment, and prescription drug expenses incurred by Fulton County inmates, including such treatment or expense made necessary by the negligent acts or omissions of Cobb County personnel.

Cobb County agrees to immediately notify the Fulton Sheriff of the need to remove any Fulton County inmate for emergency medical, dental, psychological, or psychiatric care. If a physician certifies that any treatment referenced herein is required, the Fulton Sheriff shall provide for such treatment or remove the inmate from Cobb County Jail at the earliest practicable time. In the absence of a response, from the Fulton Sheriff, to a medical, dental, psychological, or psychiatric emergency, Cobb County shall provide for such treatment and the Fulton Sheriff shall reimburse Cobb County for such treatment upon presentation of an itemized statement of costs.

8. PER DIEM

Cobb County Sheriff's Office agrees to house Fulton County inmates at a per diem rate of \$80 per inmate per detained day. A "detained day" is twenty-four (24) hours or any part thereof. Cobb County shall calculate Fulton County's obligation for each calendar month during the term of this Agreement, and before the end of the next calendar month, shall send to Fulton County and the Fulton County Sheriff's Office a monthly statement showing Fulton County's total monthly obligation. Fulton County shall pay Cobb County all sums owed under its monthly obligation within THIRTY (30) days of billing.

9. REFUSAL AND/OR RETURN OF INMATES

The Cobb Sheriff and Jail Administrator have the right to refuse receipt of any Fulton County inmate who, in their judgment, will endanger the health and/or safety of other inmates or jail staff, for such reasons as unusual or contagious medical problems, excessive disruptive behavior, etc.

10. TRANSPORTATION

The Fulton County Sheriff's Office shall provide necessary security for inmates until such inmates are accepted into the Cobb County jail facility. The Fulton County Sheriff's Office shall be responsible for providing transportation for all Fulton County inmates, except in the event of an emergency, including transportation for Court appearances, non-emergency medical or dental care, psychological or psychiatric treatment, or interviewing, or for the release of a Fulton County inmate. Fulton County Sheriff's Office shall ordinarily provide at least two (2) hours advance notice prior to transporting any Fulton County inmate from the Cobb County Jail, with limited exceptions.

11. NOTICES

Official notices and correspondence to Cobb County shall be delivered in person, transmitted by regular mail or by certified mail, postage prepaid to the Cobb County Sheriff's Office, located at 1825 County Services Pkwy, Marietta, Georgia 30008. Official notices and correspondence to Fulton County and/or the Fulton Sheriff shall be delivered in person, transmitted by regular mail or by certified mail, postage prepaid to the Fulton County Sheriff's Office, located at 185 Central Avenue, SW, 9th Floor, Atlanta, GA 30303 and the Fulton County Manager, 10th Floor, 141 Pryor Street, S.W., Atlanta, GA, 30303.

12. RECORDS, AUDIT

Cobb County agrees upon request to furnish Fulton County and/or the Fulton Sheriff, or their agents all records pertaining to housing and maintenance of Fulton County inmates in the Cobb County Jail facility.

13. SOVEREIGN IMMUNITY

Notwithstanding anything herein to the contrary, no parties to this agreement waive their sovereign immunity or any other immunity or defense allowed by law.

14. TERM

This MOU will become effective upon the date of signature of all parties. The initial term of term of the agreement shall be for six (6) consecutive months with the option of three incremental renewals.

15. MODIFICATION

This MOU may be changed at any time during its term of operation. Changes, modifications, and deletions shall only be effective if made in writing and signed by the appropriate authorities for each party. The date of changes, modifications and deletions shall be determined by agreement between Cobb County and Fulton County.

16. WAIVER

The waiver by Fulton County or Cobb County of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach whether of the same or another provision of this Agreement.

17. SEVERABILITY

It is hereby declared to be the intention of this Agreement that its sections, paragraphs, sentences, clauses, and phrases are severable, and should any portion of this Agreement be declared invalid or unconstitutional, the remainder of this Agreement shall remain in full force and effect.

18. TERMINATION

This MOU may be terminated by either party for any reason upon thirty (30) days prior written notice to the other party of the intended date of termination.

19. ENTIRE AGREEMENT

This Agreement contains all the terms and conditions and represents the entire agreement between the parties and supersedes any preexisting agreements relating to the use of Cobb County's jail facility by Fulton County inmates. There are no understandings, representations, or agreements, written or oral, other than those contained in this Agreement.

20. LAW

This Agreement shall be construed under the Laws of the State of Georgia.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, Cobb County and Fulton County have caused this Agreement to be duly enacted by their proper officers and so attest with their county seals affixed hereto as set forth in duplicate originals.

COBB COUNTY SHERIFF’S OFFICE

By: Craig Owens, Sheriff

Date: _____

FULTON COUNTY SHERIFF’S OFFICE

By: Patrick “Pat” Labat, Sheriff

Date: _____

Cobb County, A POLITICAL SUBDIVISION OF THE State of Georgia

By: Lisa Cupid, Chairman

Date: _____

Attest: _____
By: Paula Mabry
Clerk to the Cobb County Commission

Date: _____

APPROVED AS TO FORM:

Cobb County Attorney’s Office

Date: _____

Fulton County, A POLITICAL SUBDIVISION OF THE State of Georgia

By: Robert L. Pitts, Chairman

Date: _____

Attest: _____
By: Tonya R. Grier
Clerk to the Fulton County Commission

Date: _____

APPROVED AS TO FORM:

Fulton County Attorney's Office

Date: _____