

INTERGOVERNMENTAL SERVICE AGREEMENT

BETWEEN

THE CITY OF ROSWELL, GEORGIA

AND

FULTON COUNTY, GEORGIA

This Intergovernmental Agreement is entered into this _____ day of _____, 2017 by and between the City of Roswell, Georgia and Fulton County, Georgia a political subdivision of the State of Georgia, and its Sheriff (hereinafter "Fulton County").

WITNESSETH:

WHEREAS, Fulton County through the Fulton County Sheriff's Office will provide a detention facility for the housing of prison inmates; and

WHEREAS, Fulton County will house inmates at the jail facility located at 901 Rice Street, Atlanta, Georgia or the Fulton County Alpharetta Jail located at 2565 Old Milton Parkway, Alpharetta, GA available to the City of Roswell.

WHEREAS, pursuant to Article 9, Section 3, Paragraph 1 of the Constitution of the State of Georgia, Fulton County and the City of Roswell are authorized to enter into an intergovernmental agreement.

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

1. PURPOSE AND SECURITY PROVIDED:

The purpose of this Agreement is to establish a formal binding relationship between Fulton County and the City of Roswell for the detention of persons charged with or convicted of violation of federal, state, or local law or held as a material witness at the Fulton County Jail, 901 Rice Street, or Alpharetta location.

Fulton County agrees to accept and provide for the secure custody, care and safekeeping of the City of Roswell inmates in accordance with state and local laws, standards policies, procedures, or court orders applicable to the operations of the Fulton County Jail Facility.

Fulton County further agrees to make available to the City of Roswell spaces inside the Fulton County Jail facility, currently utilized by Fulton County, for bond hearings and inmate interviews for use by the City of Roswell. The parties agree to cooperate with each other regarding the scheduling of the use of these spaces.

2. PERIOD OF PERFORMANCE:

This Agreement shall be in effect for one (1) year effective this _____ day of _____ 2017, unless earlier terminated in accordance with this Agreement. At the conclusion of the term, there shall be the option of two (2) one-year renewals if agreed upon by both parties.

3. **RECEIVING, DETENTION, AND DISCHARGE:**

Fulton County agrees to accept and process through its normal booking procedures including fingerprinting, photographing and entering arrest data through the Georgia Crime Information Center (GCIC), as required by law, as the City of Roswell inmates those person committed by the City of Roswell.

Adequately trained detention officers will be provided by Fulton County twenty-four (24) hours a day to supervise inmates. Fulton County will make its facility located at 901 Rice Street, Atlanta, GA or the Alpharetta Jail facility located at 2565 Old Milton Parkway, Alpharetta, GA available to the City of Roswell for the housing of its inmates to the extent space and resources are available, in the discretion of the Fulton County Sheriff or Jail Administrator. Preference shall be given to housing City of Roswell ordinance violators at the Alpharetta location, provided space is available and medical care is not necessary. The housing of inmates shall be defined by the Fulton County Sheriff or Jail Administrator to include, but not be limited to, the provision of an appropriate physical space within the jail facility and those necessary related facilities and services such as public utilities, heat, air conditioning, recreational facilities, etc., needed to appropriately support the housing of prisoners.

Fulton County agrees to release City of Roswell inmates to law enforcement officers of the City of Roswell or upon the order of a court of competent jurisdiction. City of Roswell inmates who bond out of the Alpharetta Jail Facility must do so by using one of the twenty-one approved bonding companies which will be supplied at the jail facility.

4. **MEDICAL SERVICES:**

Fulton County will provide medical services through its existing medical provider. Fulton County shall provide to the City of Roswell inmates transportation to and from medical facilities and security while at medical facilities for inmates requiring removal from the Fulton County Jail Facility for emergency medical services. All costs associated with hospital or health care services provided to the City of Roswell inmates charged with City of Roswell Ordinances violations and matters to be heard by the City of Roswell Municipal Court will be paid directly by the City of Roswell. Medication for the City of Roswell inmates will be billed to the City of Roswell or the inmate, and dispensed, according to the prescription, by a nurse practitioner whose charges shall be paid directly by the City of Roswell. Fulton County agrees to notify the City of Roswell as soon as possible of all emergency medical cases requiring removal of a prisoner from the jail facility.

REFUSAL AND/OR RETURN OF PRISONERS:

Fulton County and its Jail Administrator have the right to refuse receipt of any City of Roswell prisoner 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.

5. TERMINATION:

This Agreement 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. Fulton County may terminate this Agreement and refuse to accept the City of Roswell inmates' if the City of Roswell fails to remit all monies due in a timely manner.

6. PER DIEM FEE: REIMBURSEMENT OF EXPENSES:

Fulton County shall invoice the City of Roswell and the City of Roswell shall pay for said services and cost on a monthly basis as outlined herein. Subject to the availability of resources, Fulton County shall make beds available to the City of Roswell for male and female inmates.

The City of Roswell shall reimburse Fulton County at the rate of thirty-eight dollars (\$38.00) per inmate charged with City of Roswell Ordinances violations and matters to be heard by the City of Roswell Municipal Court per "detained day" for the cost of providing normal maintenance services to each of its inmates. However, there will be no charge for per diem for the first 72 hours of any incarceration.

A detained day is twenty-four (24) hours or any part thereof.

The City of Roswell shall pay the full per diem fee for any inmate of the City of Roswell who is charged with a municipal offense and is booked into the Fulton County Jail facility and released after the first 72 hours. In addition to the per diem, the City of Roswell shall reimburse Fulton County for any and all expenses incurred by the City of Roswell in providing medical or dental services and medication to the City of Roswell prisoner held by Fulton County, as described above in **Section 4.**

7. PAYMENT INVOICES:

The per diem fee and reimbursement of expenses due to Fulton County for the previous month inmates' medical or dental services are due and payable to Fulton County within thirty (30) days after receipt of invoice. Invoices shall be prepared by the Fulton County's Jail staff.

8. **NOTICES:**

Official notices, payments and correspondence to the City of Roswell shall be delivered in person, transmitted by regular mail or certified mail, postage prepaid to the Roswell Police Department, located at 39 Hill Street Roswell, Georgia 30075.

Official notices, payments, and correspondence to Fulton County 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.

9. **RECORDS, AUDIT:**

Fulton County agrees, upon request, to furnish the City of Roswell, or its agents all records pertaining to housing, maintenance, and medical services provided to the City of Roswell's inmates in the Fulton County Facility. The City of Roswell shall have the right to audit all financial data pertaining to the fees and expenses charged to the City of Roswell for the housing and maintenance of inmates, which right shall survive the term of this agreement. Fulton County shall maintain a record of each of the City of Roswell's inmates which shall include the duration of confinement.

10. **INDEMNIFICATION:**

To the extent allowed by law the City of Roswell shall indemnify and hold harmless Fulton County and the Fulton County Sheriff's Office and all its employees, deputies, and officers from any and all claims, losses, liabilities, damages, deficiencies, demands, judgments, or costs (including without limitation reasonable attorney's fees and legal expenses) suffered or incurred by such party, whether arising in tort, contract, strict liability or otherwise, and including without limitation, personal injury, wrongful deaths or property damage, arising in any way from the actions or omissions of the City of Roswell, its agents, successors and assigns, without regard to negligence. Nothing herein shall be construed to preclude the City of Roswell from bringing suit for breach of contract.

11. **MODIFICATION:**

This Agreement 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 of each party. The date of changes, modifications, and deletions shall be determined by agreement between Fulton County and the City of Roswell.

12. **COURT ORDERS:**

Fulton County's obligation to accept inmates of the City of Roswell shall be suspended for such a period of time as Fulton County is prohibited, pursuant to a valid order of a court of competent jurisdiction, from accepting inmates in Fulton County's Alpharetta Jail Facility.

13. TIME OF PERFORMANCE:

Time is of the essence in the performance of this Agreement.

14. 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 the jail facilities of Fulton County by inmates of the City of Roswell. There are no understandings, representations, or agreements, written or oral, other than those contained in this Agreement.

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

{SIGNATURES ON THE NEXT PAGE}

CITY OF ROSWELL

Kay H. Love
By: Kay Love, Roswell City Administrator,
City of Roswell

Date: 4/26/17

[Signature]
By: Rusty Grant, Chief of Police,
City of Roswell

Date: 4/26/17

FULTON COUNTY SHERIFF'S OFFICE

Theodore Jackson
By: Theodore Jackson
Sheriff

Date: 6/21/17

Fulton County, A POLITICAL SUBDIVISION OF THE State of Georgia

[Signature]
By: John H. Eaves, Board Chairman

Date: _____

Attest: [Signature]
By: TONY A. GRIER
Clerk to the Board
INTERIM CLERK TO THE COMMISSION

Date: _____

APPROVED AS TO FORM:

Ashley Pot
Fulton County Attorney's Office

Date: 6/26/17

ITEM # 17-0501 RCS 6/21/17
RECESS MEETING