



**INTERGOVERNMENTAL AGREEMENT
BETWEEN FULTON COUNTY SHERIFF PATRICK LABAT
AND FULTON COUNTY, GEORGIA**

THIS INTERGOVERNMENTAL AGREEMENT ("IGA" or "Agreement") is entered into this _____ day of _____, _____, by and between the Fulton County Sheriff Patrick Labat (hereinafter, referred to as the "Sheriff") on behalf of the Fulton County Sheriff's Office (hereinafter referred to as the "FCSO") and Fulton County, Georgia ("Fulton County" or the "County"), on behalf of Fulton County Superior Court ("Superior Court") (hereinafter, collectively referred to as the "Parties").

WHEREAS, the County and the FCSO desire to enter into a formal IGA because the Parties have identified a need for FCSO deputized investigators to provide support services to Fulton County, in order to execute required law enforcement and community supervision tasks with regards to participants of the Superior Court's Accountability Court; and

WHEREAS, the FCSO has agreed to assign at least three (3) full-time and two (2) part-time Crime Suppression Investigators ("CSIs") to Superior Court, as needed, in furtherance of these efforts; and

WHEREAS, the Parties intend and agree that all FCSO CSIs assigned to Superior Court shall be employees of the Fulton County Sheriff and shall not be employees of the County; and

WHEREAS, it is the intent of the Parties for the foregoing recitals to be incorporated into the body of this IGA.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the purpose and the Parties' responsibilities under this IGA are as follows:

ARTICLE 1

PURPOSE STATEMENT

1.1 The purpose of this IGA is to ensure a cooperative arrangement between the FCSO and the Superior Court to arrange for select deputies, specifically, CSIs, to be assigned to provide support services to the Superior Court's Accountability Court ("Accountability Court"). These services include:

- Committing to the Accountability Court program's mission and goals and working as a team member to ensure success including participation in required annual training and conferences.
- Providing to the team information pertaining to a participant's fitness to participate in Accountability Court based on their criminal history and collaborating in court planning, which are multi-stakeholder meetings designed to review the individual participant's progress and eligibility to participate in Accountability Court's program

to recommend responses to the Court.

- Upon receipt from the Court, executing bench warrants and serving court orders upon participants in a timely fashion not to exceed 5 days.
- Providing transportation for program participants to and from Fulton County Jail and Accountability Court, from Accountability Court or Fulton County Jail to housing/inpatient placements, and, in the sole discretion of the Accountability Court Director or Court Program Administrator, to Accountability Court from a participant's home.
- Acting as a liaison between Accountability Court and other agencies to gather pertinent information regarding participants' activities in the community and to educate, inform, and provide training on the importance of the Accountability Court program.
- Conducting field breathalyzer and instant drug testing, and collecting specimens for laboratory drug and alcohol testing in the field, FCAC offices, and courthouse as required.
- Monitoring participants in the community inclusive of, but not limited to, maintaining a participant caseload, conducting home visits, monitoring curfews, reporting on a participant's activities in the community, monitoring clients on ankle monitors and virtual surveillance devices/phone applications, and supervising participation in community service/work detail.
- Providing assistance, information, and support to participants in the community to encourage their success.

- 1.2 The County and FCSO shall each cooperate with the other to the fullest extent necessary to fully effectuate the intent and purpose of this Agreement and shall make available to each other for review or inspection any and all documents, accounts, and other records necessary for the performance of this Agreement.

ARTICLE 2

TERMS OF THE AGREEMENT

- 2.1 **TERM.** This IGA will become effective upon approval of the Fulton County Board of Commissioners. The initial term of the Agreement ("Term") shall be for five (5) consecutive years through June 30, 2030. This IGA may be renewed for up to nine (9) five-year renewal terms ("Renewal Terms"). The Renewal Terms are contingent upon the Sheriff's and Fulton County Board of Commissioners' approval and shall begin on July 1st and end on June 30th.
- 2.2 **FCSO EMPLOYEES.** The five Fulton County Accountability Court employees currently serving as "Investigator, Superior Court," Grade 18, will be transferred into FCSO "Crime Suppression Investigator," Grade 17 positions. Upon their transfer they shall be employees of the FCSO and shall not be County or Superior Court employees. This provision, however, does not vest a right of continued employment or prevent the FCSO from exercising any decisions related to the discontinuation of employment. The five FCSO CSI employees will be assigned to work at the Accountability Court, located at 1135A Jefferson Street NW, Atlanta, Georgia 30318, or any other location that Superior Court Administration determines is appropriate for the operations of the Accountability Court. At all times, the five FCSO CSIs shall remain under the direction, authority, and control of the Fulton County Sheriff's Office. The FCSO, at its own expense, shall maintain statutory

and employee liability coverage for FCSO employees. Nothing in this Agreement shall be construed to prevent the County from hiring a current FCSO employee to immediately become a County Employee.

2.3 DEPUTIES ASSIGNED TO SUPERIOR COURT.

2.3.1 The FCSO agrees to provide the services of the transferred CSIs (hereinafter "Assigned CSIs") to the Accountability Court, to enable the Accountability Court to carry out its day-to-day functions, and the County agrees to accept and utilize the services of the Assigned CSIs to work at Accountability Court.

2.3.2 Where practicable, the Sheriff will consult with Superior Court Administration regarding staffing, recruitment, and preferred qualifications for FCSO employees serving as Assigned CSIs, but will ultimately make all final decisions concerning all Assigned CSIs. Accordingly, when assigned to perform tasks at Accountability Court, Assigned CSIs shall be supervised by the FCSO, but will perform tasks requested by the Superior Court Administrator, and/or the Superior Court's management and supervisory employees. Assigned CSIs shall report any concerns that arise from the assignment at the Accountability Court to their supervisors at the FCSO.

2.3.3 All Superior Court Administration documents and/or materials provided shall be property of the County and are subject to its document retention, management, and other applicable policies and regulations.

2.3.4 Each Assigned CSI will remain a full-time or part-time regular employee of the FCSO, will remain on the FCSO's payroll, will remain subject to the FCSO's general personnel administration, and will continue to receive compensation and benefits solely from the FCSO, unless discharged from such service or from employment by the FCSO.

2.3.5 Assigned CSIs shall remain subject to the FCSO's personnel policies, standard operating procedures, rules, and regulations. They shall use the Kronos time system, or any other time-keeping system used by the FCSO. FCSO agrees to provide Superior Court Administration access to view at any time or upon request the Assigned CSIs time and hours captured in the Kronos or any other time-keeping system used by FCSO for the purpose of confirming the accuracy of timecards and determining the number of hours, if any, that such employees performed work for the FCSO outside of their work for the Accountability Court. Where necessary, Superior Court Administration may keep daily time reports of the Assigned CSIs showing the hours worked by the Assigned CSIs pursuant to this Agreement.

2.3.6 Should an Assigned CSI resign or otherwise be unable to continue their assigned duties in Accountability Court, the FCSO shall notify Superior Court Administration of the resignation and/or inability to serve and the FCSO, in cooperation with Superior Court Administration, will identify replacement(s) for any such Assigned CSIs.

2.3.7 The FCSO will oversee and monitor all timekeeping records related to the Assigned CSIs.

2.3.8 FCSO and Superior Court Administration will coordinate to address and communicate all leave requests for the Assigned CSIs, with ultimate approval, denial, and modification authority remaining with the FCSO.

2.4 EQUIPMENT PROVIDED.

2.4.1 The FCSO shall provide equipment to be used by Assigned CSIs in performance of their duties pursuant to this Agreement. The equipment to be provided by FCSO shall include, but is not limited to, the following: vest and body armor, firearms (including magazines and ammunition), handcuffs, radios, tasers, pepper spray, body cameras, duty belts, uniforms (which includes boots, campaign hats, coats, jackets, rain gear), asp batons, and Toughbook laptops with a hotspot.

2.4.2 The County shall transfer the vehicles listed in the attached appendix to be used by Assigned CSIs. The FCSO will be responsible for all routine vehicle maintenance and repairs for the vehicles transferred by the County, and Superior Court Administration will accept responsibility for vehicle replacement costs should a vehicle no longer meet the safety standards of the FCSO due to regular wear and tear.

2.5 BUDGET AND FUNDING.

2.5.1 The costs of compensation and benefits for the Assigned CSIs for the performance of work pursuant to this Agreement will be charged through the County's Finance Department's operations to the Superior Court Administration, Accountability Court Budget. Except as described in 2.5.2 herein, the cost of compensation and benefits for all other hours (regular or overtime) worked by the Assigned CSIs on behalf of the FCSO shall be the responsibility of the FCSO. Superior Court Administration may request an accounting from the FCSO and said accounting shall be provided within ten (10) business days. If Superior Court Administration is charged for the costs of compensation and benefits for the Assigned CSIs for the performance of work not pursuant to this Agreement, then the Sheriff hereby authorizes the County's Finance Department to immediately reimburse said charges to Superior Court Administration's budget from the FCSO's budget by journal voucher.

2.5.2 Nothing herein shall prevent the FCSO from deploying Assigned CSIs to serve in limited or temporary details or on tasks for the FCSO outside the Accountability Court assignment at the discretion of the FCSO; provided, however, that the Sheriff shall reimburse Superior Court Administration for all the costs of compensation and benefits for such hours that are charged through the payroll process to the Superior Court Administration's budget. Notwithstanding the foregoing, reimbursement is not required for intermittent assignments of the Assigned CSIs during "all-hands emergencies" declared by the Sheriff and lasting less than eight hours.

2.6 MODIFICATION. This IGA may be changed at any time during its term of operation. Changes, modifications and deletions shall only be effective if made in writing, approved and signed by the appropriate authorities for each party. The date of changes, modifications and deletion shall be determined by agreement between the Parties.

- 2.7 WAIVER. A waiver by either Party of a breach of any provision of this IGA shall not be deemed a continuing waiver or a waiver of any subsequent breach whether of the same or another provision of this IGA.
- 2.8 SEVERABILITY. It is the intention of the Parties that this IGA's sections, paragraphs, sentences, clauses, and phrases are severable, and should any portion of this IGA be declared invalid, unlawful or unconstitutional; the remainder of this IGA shall remain in full force and effect.
- 2.9 REMEDIES. The Parties agree that with respect to any claim or action arising out of the activities described in this Agreement, each party shall only be liable for payment of that portion of any and all liability, costs, expenses, demands, settlements, or judgments resulting from the negligence, actions, or omissions of its own agents, officers, and employees.
- 2.10 TERMINATION. This IGA may be terminated by either Party for any reason upon thirty (30) days written notice to the other party of the intended date of termination. No cause is necessary for termination. Upon termination by either Party or expiration of the IGA, Superior Court Administration may exercise an option to have the individuals serving as Assigned CSIs transferred back to Superior Court.
- 2.11 NOTICE OF EQUAL EMPLOYMENT OPPORTUNITY.
- 2.11.1 During the performance of this Agreement, the FCSO agrees that it shall not discriminate against any employee, or applicant for employment, because of race, religion, color, sex, national origin, or disability. As used herein, the words "shall not discriminate" should mean and include, without limitation, the following:
- Recruited, whether by advertising or other means; compensated, whether in the form of rates of pay, or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated.
- 2.11.2 The FCSO agrees to and shall post in conspicuous places, available to employees and applicants for employment, non-discrimination notices to be provided by the County.
- 2.12 PRIOR AGREEMENT. Any prior agreements or memorandum of understanding between the Parties regarding or related to Superior Court Investigators and their FCSO oversight, training, or Post Defacto Deputy Designation are hereby expressly revoked and shall have no force or effect after the effective date of this IGA.
- 2.13 LAW. This IGA shall be construed under the laws of the state of Georgia, in Fulton County Superior Court.

The Parties set their signatures below in agreement to the above terms.

FOR FULTON COUNTY SHERIFF'S OFFICE

Patrick Labat
Fulton County Sheriff

Date: _____

FOR FULTON COUNTY, GEORGIA

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Date: _____

ATTEST:

Tonya R. Grier, Clerk to the Commission

APPROVED AS TO FORM:

Y. Soo Jo, County Attorney

APPROVED AS TO CONTENT:

David Summerlin, Superior Court Administrator