



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0446 **REVISED** Meeting Date: 6/15/2022

Department

Sheriff

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval of an Intergovernmental Agreement between the City of Alpharetta and the Fulton County Sheriff's Office represented by Patrick Labat a constitutional officer for the occupancy, use, operation, supervision, and detention of inmates in the Alpharetta Jail Facility located at 2565 Old Milton Parkway in Alpharetta, Georgia. Effective dates: August 1, 2022, through August 1, 2023, with four (4) successive one (1) year renewals.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

Article IX Section III, Paragraph 1(a) of the Georgia State Constitution authorizes the Board to enter into contract with any other public agency for any period not exceeding 50 years of the provision of services, for the joint or separate use of facilities or equipment.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Justice and Safety

Commission Districts Affected

- All Districts
- District 1
- District 2
- District 3
- District 4
- District 5
- District 6

Is this a purchasing item?

No

Summary & Background *(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)*

Scope of Work: The agreement with the City of Alpharetta will allow the Fulton County Sheriff's Office the ability to utilize an alternate correctional facility for housing of inmates due to overcrowding at the Fulton County Jail Facility

Agenda Item No.: TMP-2403

Meeting Date: 7/13/2022

Community Impact: The agreement will allow person who are charged with or convicted of a municipal offense in the City of Alpharetta to be housed in the City of Alpharetta Jail.

Department Recommendation: The Sheriff' Office recommends approval

Project Implications: N/A

Community Issues/Concerns: N/A

Department Issues/Concerns: N/A

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF
ALPHARETTA, GEORGIA, THE FULTON COUNTY SHERIFF’S OFFICE, AND
FULTON COUNTY, GEORGIA, TO BOARD AND PROVIDE FOR THE HOUSING
OF INMATES AT THE ALPHARETTA JAIL**

This Intergovernmental Agreement (“Agreement”) is made and entered by and between the City of Alpharetta, Georgia (“City”), a municipal corporation of the State of Georgia, the Fulton County Sheriff (“Sheriff”), a constitutional officer pursuant to the Georgia Constitution, and Fulton County, Georgia (“County”), a political subdivision of the State of Georgia.

WHEREAS, the City and County are governmental units located within the State of Georgia authorized by law to enter into intergovernmental agreements pursuant to Article 9, Section 3, Paragraph 1 of the Georgia Constitution; and

WHEREAS, the City, Sheriff and County share a common interest to form a law enforcement partnership to successfully address issues involving the care and custody of inmates; and

WHEREAS, the city of Alpharetta owns a jail facility located at 2565 Old Milton Parkway, Alpharetta, Georgia (“Alpharetta Jail Facility”); and

WHEREAS, the City, Sheriff and County desire to cooperate in the operation of the Alpharetta Jail Facility.

NOW THEREFORE, the City, Sheriff and County, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby agree as follows:

Section 1. Purpose.

The purpose of this Agreement is to establish a formal binding relationship between the City, Sheriff, and County for the occupancy, use, operation and supervision of the Alpharetta Jail Facility by the Sheriff and County and the detention of persons charged with or convicted of violating federal, state, or local law or held as a material witness at the Alpharetta Jail Facility. The City will provide the Sheriff and County the right to use and occupy the Alpharetta Jail Facility for the purpose of processing/booking, detaining, and housing/boarding Fulton County pre-trial detainees and inmates, and for other purposes, at no cost. In consideration of same, the County through the Sheriff will manage, operate and supervise the Alpharetta Jail Facility and process/book, detain and house/board at the Alpharetta Jail Facility, persons who are charged with or convicted of a municipal offense of the City of Alpharetta or other offense over which the Municipal Court of the City of Alpharetta has jurisdiction (“Alpharetta Inmate”), as further provided for herein.

Section 2. Statement of City Obligations.

Subject to the terms and conditions stated herein, the City agrees to:

- a. grant the right to possess, occupy and use the entire first floor of the Alpharetta Jail Facility to the County for use and occupancy by the Sheriff for the term set forth herein;
- b. not remove any furniture, fixtures, equipment or supplies related to jail operations in the Alpharetta Jail Facility;
- c. provide 24-hour access to the Intoxilizer machine in the Alpharetta Jail Facility;
- d. provide parking spaces for the Sheriff's staff;
- e. provide building systems maintenance, including mechanical, electrical, plumbing and roofing systems;
- f. pay utility costs for the Alpharetta Jail Facility while in use by the Sheriff;
- g. transport Alpharetta Inmates to Municipal Court and, as further provided herein, local healthcare facilities;
- h. be responsible for all offsite medical expenses incurred by Alpharetta Inmates, as further provided herein;
- i. pay to Fulton County within 45 days of receipt of an invoice, an inmate processing fee of \$60 for each Alpharetta Inmate booked into the Alpharetta Jail Facility; and
- j. pay to Fulton County within 45 days of receipt of an invoice, an inmate holding fee of \$60 per inmate for each day an Alpharetta Inmate remains detained in the Alpharetta Jail Facility. Partial days detained shall be counted as full days under this agreement.

Section 3. Statement of Sheriff and County Obligations.

Subject to the terms and conditions stated herein, the County and Sheriff agree to:

- a. maintain general sanitation and cleanliness of the Alpharetta Jail Facility and provide housing, safekeeping, and normal inmate maintenance services to all inmates detained at the Alpharetta Jail Facility consistent with all applicable laws, standards, policies and procedures applicable to such services and duties and the operations of the Alpharetta Jail Facility;
- b. add equipment as needed to the Alpharetta Jail Facility and retain ownership of said equipment;
- c. provide medical care for all prisoners housed in the Alpharetta Jail Facility, as further set forth herein;
- d. continue booking and identification of arrestees admitted in the Alpharetta Jail Facility;
- e. book, house, and provide normal inmate maintenance services for up to twenty (20) Alpharetta Inmates;
- f. transport arrestees to Rice Street Jail when transfer of such arrestees is desired or required, as determined by the Sheriff;
- g. provide adequately trained staff to operate the Alpharetta Jail Facility;
- h. maintain and store property of all arrestees/inmates; and
- i. as further set forth herein, arrange or provide transportation to and from local healthcare facilities (i.e., off-site medical facilities) and in emergency situations, as determined by the Sheriff, ensure inmates get to a hospital via ambulance; however, the City agrees to provide security for Alpharetta Inmates while hospitalized.

Section 4. Term.

This Agreement shall be for a term of five (5) years, as further provided for herein. This Agreement is effective September 1, 2022, and shall continue in effect until September 1, 2023 (the “initial term”). Thereafter, this Agreement shall be automatically renewed for up to four (4) successive one (1) year terms (each one-year term occurring after the initial term shall be referred to as a “renewal term”), unless the City provides the County and Sheriff or the County and Sheriff provide the City with written notice of its/their intent not to renew this Agreement not less than ninety (90) days prior to the expiration of the initial term. At the expiration of each renewal term, this Agreement shall be automatically renewed for an additional one (1) year term, unless the City provides the County and Sheriff or the County and Sheriff provide the City written notice of its/their intent not to renew this Agreement not less than ninety (90) days prior to the expiration of such renewal term. Notwithstanding the foregoing, this Agreement may be terminated earlier in accordance with Section 5 hereof.

Section 5. Termination.

The City may terminate this Agreement upon ninety (90) days’ written notice to the County and Sheriff. The Sheriff or County may terminate this Agreement upon ninety (90) days’ written notice to the City. Any such notice from the Sheriff shall set forth the specific plans for accommodation and/or transfer of the affected jail population. Notwithstanding this termination provision, the County may terminate this agreement upon 30 days written notice for the failure to timely or fully pay an invoice.

Section 6. Supervision; Receiving, Detention and Discharge.

Except as otherwise expressly provided for herein, all persons accepted and booked into the Alpharetta Jail Facility by the Sheriff or otherwise detained in the Alpharetta Jail Facility shall be under the supervision, control and physical custody of the Sheriff, and the Sheriff agrees to provide housing, safekeeping, and normal inmate maintenance services to all inmates detained at the Alpharetta Jail Facility consistent with all applicable laws, standards, policies and procedures applicable to such services or duties and the jail facility. The “housing” of inmates shall be defined by the Sheriff 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. Notwithstanding the foregoing, the City shall be responsible for providing building systems maintenance, including mechanical, electrical, plumbing and roofing systems, and paying the costs of public utilities provided to the Alpharetta Jail Facility. As used herein, “normal inmate maintenance services” means the ordinary and relatively routine human needs common to all prisoners as defined by the Sheriff and as required under applicable law, including, but not limited to, the provision of food, clothing and medical care. The Sheriff shall provide adequately trained detention officers twenty-four (24) hours a day to supervise all inmates at the Alpharetta Jail Facility.

Further, the Sheriff and County, through the Sheriff, agree to provide housing, safekeeping, and normal inmate maintenance services at the Alpharetta Jail Facility for up to twenty(20) Alpharetta Inmates (at the same time), subject to the other terms of this Agreement, including, but not limited to, the provisions set forth in Section 7 hereof. The Sheriff agrees to accept, process, and book Alpharetta Inmates through the Sheriff's normal booking procedures, including fingerprinting, photographing, and creating a booking record through the Alpharetta Records Management System (RMS). Further, the Sheriff agrees to maintain and securely store the property of all inmates housed at the Alpharetta Jail Facility. The Sheriff agrees to provide sufficient and adequately trained detention officers and other staff in order to perform the foregoing duties and supervise all inmates at the Alpharetta Jail Facility.

The Sheriff agrees to release Alpharetta Inmates upon lawful request by law enforcement officers of the City to law enforcement officers of the City or upon the posting of appropriate bail or upon the order of a court of competent jurisdiction. Prior to the release of an Alpharetta Inmate from custody, the Sheriff shall request/initiate a GCIC/NCIC warrant check by the City police agency, and the GCIC/NCIC warrant check must be completed by the City police agency before any such release. The Sheriff reserves the right, to the extent allowable by law, to utilize electronic monitoring on any and all repeat offenders released from the Alpharetta Jail.

The Sheriff and County further agree to allow the City to use sufficient space within Alpharetta Jail Facility for bond and first appearance hearings, inmate interviews and other similar purposes. The parties agree to cooperate with each other regarding the scheduling of the use of these spaces. The City shall be responsible for the transportation of Alpharetta Inmates to Municipal Court and will ensure that first appearance hearings are provided to Alpharetta Inmates in accordance with state and federal law.

In executing this Agreement, the Sheriff and County do not assume any liability or responsibility for, or in any way release the City from any liability arising out of or related to the legality of the arrest of Alpharetta Inmates or the legality or enforceability of any City ordinance. Under no circumstances shall any employee, official or agent of the County or Sheriff be deemed to be an employee of the City for any purposes and nothing contained within this Agreement shall be deemed to create any such employee-employer relationship.

Notwithstanding this provision or any other provision within this agreement, the Sheriff may, in his sole discretion, refuse to accept an inmate at the Alpharetta Jail Facility. Upon such occurrence, the Sheriff shall notify the City within 24 hours of the refusal and the reason or reasons for the refusal.

Section 7. Medical Care and Expenses of Alpharetta Inmates.

The County, through the Sheriff, will provide routine on-site medical care and treatment, including medical supplies, to Alpharetta Inmates in the same manner that such services are provided to County inmates at the Alpharetta Jail Facility without any additional cost to the City. When in the determination of the Sheriff off-site medical care or treatment, including emergency medical care or treatment, is required for an Alpharetta Inmate, the Sheriff will notify the City of same as soon as reasonably possible, so that the City may arrange for the provision of such medical care or treatment and provide transportation to and from local healthcare facilities (i.e., off-site medical facilities); provided, however, when immediate emergency transport of an Alpharetta Inmate to local healthcare facilities is required for

emergency medical care/treatment, as determined at the sole discretion of the Sheriff, the Sheriff will provide emergency medical transport to local healthcare facilities. Security for Alpharetta Inmates while at local healthcare facilities will be the responsibility of the City; provided, however, when emergency transport has been provided at the discretion of the Sheriff, security will be provided by the Sheriff's detention officers until the City is able to provide law enforcement officers to relieve such detention officers. The Sheriff shall notify the City as soon as possible of all emergency medical cases requiring the Sheriff's emergency medical transport and removal of an Alpharetta Inmate from the Alpharetta Jail Facility, and the City agrees to provide security for any such inmates within one (1) hour after being contacted and provided the necessary information.

As between the parties to this Agreement, to the extent that any off-site medical care or treatment is provided to an Alpharetta Inmate, the City agrees to be responsible for the costs of such off-site medical care or treatment; provided, however, the City does not assume any liability or responsibility for, or in any way release the Sheriff and/or County from any cost or liability arising out of or related to any negligent or willful act or omission of the County or Sheriff, or any of their respective officers, deputies, employees, or agents. Nothing set forth in this Agreement shall be construed so as to limit or remove responsibility for payment of such off-site medical care or treatment by an Alpharetta Inmate or a provider of insurance that is otherwise responsible for payment of part or all of such services or to limit the City's right to reimbursements for the costs incurred for such medical care or treatment from an Alpharetta Inmate or a provider of insurance when insurance coverage is available for payment for such services. The County and Sheriff agree to cooperate with the City in the City's seeking reimbursement for the costs of medical care or treatment incurred by the City for an Alpharetta Inmate.

Section 8. Transition from Alpharetta Inmate Status.

It is understood and agreed that a person booked and detained at the Alpharetta Jail Facility by reason of being charged with a municipal offense of the City of Alpharetta or other offense over which the Municipal Court of the City of Alpharetta (the "Municipal Court") has jurisdiction shall be considered an Alpharetta Inmate unless or until such person, whether exclusively on or in combination with other charges, is charged with any County, State¹ or Federal offense or is being held or detained by reason of an investigation of any County, State or Federal offense. It is further understood and agreed that a person detained or confined at the Alpharetta Jail Facility by reason of being convicted of a municipal offense of the City of Alpharetta or other offense over which the Municipal Court has jurisdiction shall be considered an Alpharetta Inmate unless or until such person is: (i) booked, held, or detained by reason of being convicted of any County, State or Federal offense; (ii) convicted of any County, State or Federal offense which provides for a sentence confining such person for any period of time that runs concurrently with the sentence of the Municipal Court; (iii) held, detained or confined beyond the period of confinement to which sentenced by the Municipal Court; or (iv) being held, detained or confined at the Alpharetta Jail Facility following the issuance of an order of a court of competent jurisdiction or contrary to any law providing for such person's release or transfer to another detention facility. Furthermore, it is understood and agreed that any person booked, held, detained or confined at the Alpharetta Jail Facility by reason of being charged with or convicted of a municipal offense of the City of Alpharetta

¹ Other than State offenses for which the Municipal Court maintains jurisdiction (i.e., a State offense over which the Municipal Court has jurisdiction which is not bound over to the State Court of Fulton County).

or other offense over which the Municipal Court has jurisdiction shall cease to be considered an Alpharetta Inmate upon his or her release or transfer from the Alpharetta Jail Facility.

Section 9. Costs of Other Inmates.

The Sheriff and County shall be liable and responsible for all costs associated with or related to any and all pre-trial detainees and inmates detained at the Alpharetta Jail Facility who are not Alpharetta Inmates.

Section 10. Coordination and Administration.

The parties agree to work together to coordinate the use of the Alpharetta Jail Facility and the activities contemplated under this Agreement. It is agreed that for the purpose of liaison and administration, the Alpharetta Director of Public Safety shall be the City's primary representative and point of contact and the Sheriff of Fulton County or the Chief Jailor of the Sheriff, as designated, shall be the Sheriff's primary representative and point of contact. The Alpharetta Director of Public Safety may appoint a designee(s) as the City representative(s) to whom all communications from the Sheriff with respect to the day-to-day operations performed under this Agreement may be addressed, and the Sheriff of Fulton County or the Chief Jailor of the Sheriff, as applicable, may appoint a designee(s) as the Sheriff representative(s) to whom all communications from the City with respect to the day-to-day operations performed under this Agreement may be addressed. Each party shall provide the other party with the names and contact information of such designees.

Section 11. Insurance.

Each party to this Agreement shall procure and maintain such insurance as is required by applicable federal and state law and as may be appropriate and reasonable to cover its personnel, equipment, vehicles, property, and obligations hereunder, including but not limited to liability insurance, workers' compensation insurance, automobile liability insurance and property insurance. The County shall retain the right to self-fund for any and all of the aforementioned insurance coverages.

Section 12. Records; Audit; Billing.

The Sheriff and County agree upon request to furnish the City all records pertaining to the housing and maintenance of Alpharetta Inmates. The City shall have the right to audit all financial data pertaining to any fees or expenses for which the City is responsible under this Agreement, which right shall survive the term of this Agreement. The Sheriff shall maintain a record of each Alpharetta Inmate, which shall include the duration of confinement. The Sheriff shall submit invoices to the City every 30 days for the processing and holding fees for 30 days prior. The failure to timely submit an invoice shall not forgive payment by the City. The City agrees to pay said invoices to the County within 45 days of receipt of an invoice.

Section 13. Notices.

All official notices or other communications required to be given in writing under this Agreement shall be deemed to have been duly given when delivered personally in hand, or when mailed by certified or registered mail, return receipt requested with proper postage prepaid, addressed to the appropriate party at the following address or such other address as may be given in writing to the parties:

For County:

Office of the County Manager
Fulton County Government Center
141 Pryor Street, S.W.
Atlanta, Georgia 30303
Attn: County Manager

For Sheriff:

Patrick "Pat" Labat, Sheriff
Fulton County Sheriff's Office
185 Central Avenue
Atlanta, Georgia 30303

For City:

Robert J. Regus
City Administrator
2 Park Plaza
Alpharetta, Georgia 30009

With Copies to:

John Robinson
Director of Public Safety, City of Alpharetta, Georgia
2565 Old Milton Parkway
Alpharetta, Georgia 30009

Section 14. Entire Agreement; Modification.

The terms of this Agreement represent the entire agreement between the parties and supersedes all prior written or oral statements and any preexisting agreements relating to the use of the Alpharetta Jail Facility by the County and Sheriff. No modification of this Agreement shall be binding upon the parties unless evidenced by a subsequent written Agreement approved and signed by the appropriate authorities or representatives of each party to this Agreement.

Section 15. Severability.

The provisions of this Agreement shall be deemed independent and severable. In the event any one or more of the provisions contained herein shall, for any reason, be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of the Agreement.

Section 16. Time of Performance.

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

Section 17. Governing Law.

This Agreement shall be governed in all respects as to the validity, construction, capacity performance, or otherwise by the laws of the State of Georgia.

Section 18. No Waiver of Immunity.

Nothing contained in this Agreement shall be constructed to be a waiver of either party's sovereign immunity, any individual's qualified immunity, or any other immunity or exemption from liability provided for by law.

Section 19. No Third Party Beneficiaries.

This Agreement shall not be constructed as, or deemed to be, an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action hereunder for any cause whatsoever.

Section 20. Survival.

Any and all provisions of this Agreement creating obligations extending beyond the term of this Agreement shall survive the expiration or termination of this Agreement, regardless of the reason for such termination.

{SIGNATURES ON NEXT PAGE}

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals the day and year first above written.

CITY OF ALPHARETTA, GEORGIA

By: _____
Jim Gilvin, Mayor

Date: _____

ATTEST:

By: _____
Lauren Shapiro, City Clerk

Date: _____

APPROVED AS TO FORM:

By: _____
City Attorney

Date: _____

FULTON COUNTY SHERIFF’S OFFICE

By: _____
Patrick “Pat” Labat
Sheriff, Fulton County, Georgia

Date: _____

FULTON COUNTY, GEORGIA

By: _____
Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Date: _____

ATTEST:

By: _____
Tonya Grier
Clerk to the Commission

Date: _____

APPROVED AS TO FORM:

By: _____
County Attorney’s Office

Date: _____