

**INTERGOVERNMENTAL AGREEMENT
FOR TEMPORARY INMATE HOUSING**

THIS INTERGOVERNMENTAL AGREEMENT FOR TEMPORARY INMATE HOUSING ("IGA") is made and entered into upon all parties affixing their signatures on this document between PAT LABAT, IN HIS OFFICIAL CAPACITY AS FULTON COUNTY SHERIFF ("Sheriff Labat" or "Fulton Sheriff") CRAIG OWENS, IN HIS OFFICIAL CAPACITY AS COBB COUNTY SHERIFF ("Sheriff Owens" or "Cobb Sheriff").

WHEREAS, Cobb County owns a jail facility located at 1825 County Services Pkwy, Marietta, Georgia 30008, known as the Cobb County Adult Detention Center (the "CCADC");

WHEREAS, the CCADC is placed in the keeping of the Cobb Sheriff under O.C.G.A. § 36-9-8;

WHEREAS, the Fulton Sheriff houses male inmates in the Fulton County Jail;

WHEREAS, Fulton County's court system is suffering a 206,000-case backlog from COVID-19 induced court closures, which, at times, has caused the Fulton County Jail to reach and exceed its maximum capacity;

WHEREAS, as a short-term solution to alleviating the overcrowding issues, the Fulton Sheriff desires to enter into an agreement with the Cobb Sheriff for boarding of certain Fulton County Inmates at the CCADC, and for provision of certain services related thereto, on an as-needed basis;

WHEREAS, the Cobb Sheriff, with consent of Cobb County as property owner, is willing to house up to five hundred (500) Fulton County Inmates at the Cobb Sheriff's discretion and in accordance with the terms of this Agreement;

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

1. PURPOSE

The purpose of this IGA is to establish the terms under which up to five (500) Fulton County Inmates may be housed at the CCADC.

2. DEFINITIONS

For the purposes of this Agreement, the terms below are defined as follows:

"Classification" means the classification and screening requirements set forth in Section 4 of this Agreement and as otherwise required or provided by Cobb County or Cobb Sheriff policies.

“Cobb County Adult Detention Center” means the Cobb County jail facility located at 1825 County Services Pkwy, Marietta, Georgia 30008, known as the “CCADC”

“Fulton County Inmate” a person subject to the Fulton Sheriff’s custody for whom a request to transfer custody has been made to the Cobb Sheriff under this Agreement.

“Policies” means Cobb County and Cobb Sheriff policies and regulations as applicable to Cobb County inmates which shall also be applicable to all Fulton County Inmates requested for transfer or housed by the Cobb Sheriff under this Agreement.

3. HOUSING

The Cobb Sheriff agrees to provide housing, care and custody to Fulton County Inmates pursuant to CCADC policies and procedures and consistent with the types and levels of services and programs routinely afforded Cobb County’s inmate population, and fully consistent with all applicable laws, standards, policies, and procedures applicable to its facility, unless or as specifically modified by this IGA. The number of Fulton County Inmates shall not exceed five hundred (500) non-juvenile males. Fulton County Inmates must meet the minimum security classification of Cobb County Sheriff’s Office, subject to all applicable Cobb County policies, or as otherwise approved by the Cobb Sheriff or designee.

4. BACKGROUND INFORMATION AND TRANSFER REQUEST/ACCEPTANCE

At least forty-eight (48) hours prior to the transfer and/or acceptance of Fulton County Inmates, the Fulton Sheriff or their designee shall submit a written request to the Cobb Sheriff or their designee with the specific number and Fulton classification for each Fulton inmate requested for transfer (hereinafter, the “Request”). At the time of Request, the Fulton Sheriff shall provide the following information, if known to or in possession of the Fulton Sheriff, regarding each Fulton County Inmate: (1) If the Fulton County Inmate has been classified to a special housing unit and/or if the Fulton County Inmate has been classified as protective custody; (2) If the Fulton County Inmate is a violent offender or has displayed violent behavior during present or past incarcerations; (3) If the Fulton County Inmate is an escape risk; (4) If the Fulton inmate has any medical, psychiatric or mental health needs, disabilities or illnesses; and (5) any other classification requirements existing or created pursuant to all applicable Cobb County or Cobb Sheriff policies and procedures.

Fulton County Inmates shall not be transferred until written acceptance of said Request is made by the Cobb Sheriff or their designee (hereinafter, “Acceptance”). The Cobb Sheriff retains the right to refuse any Fulton County Inmate for any reason. The Cobb Sheriff shall determine and schedule the date and time for transfer of all Fulton County Inmates. At the time of transfer, the Fulton Sheriff shall provide the Cobb Sheriff with all relevant information concerning the classification and background of each Fulton County Inmate at the time of transfer to the CCADC. The Fulton Sheriff shall also supply the Cobb Sheriff with any available medical, dental, psychological, or psychiatric history and information

with respect to each Fulton County Inmate. For the purposes of this section, Request(s) and Acceptance via electronic communications between the Parties to a designated Sheriff's representative and working e-mail address shall be acceptable.

5. INMATE DISCIPLINE

If a Fulton County Inmate housed at the CCADC engages in a violation of facility rules that would result in disciplinary charges under CCADC Policy, the Cobb Sheriff will notify the Fulton Sheriff of the incident and that the inmate will be returned to the Fulton Sheriff's custody. The Fulton Sheriff agrees that a transfer and transport of the Fulton County Inmate back to the Fulton County Jail will be scheduled and completed within twenty-four hours of said notice.

6. COORDINATION

A designated representative of the Fulton Sheriff and Cobb Sheriff shall be available twenty-four (24) hours per day, seven (7) days per week to discuss problems or issues pertaining to the housing and administration of the Fulton County inmates. The Cobb Sheriff or his designee shall have the sole discretion to act in emergency circumstances (including, but not limited to medical, pandemic or otherwise) or to initiate the transfer of a Fulton County Inmate back into the custody of the Fulton Sheriff.

7. MEDICAL AND OTHER SERVICES

The Cobb Sheriff shall provide Fulton County Inmates with in-facility routine medical, dental, psychological or psychiatric care consistent with the care provided to Cobb County inmates and as guided by the American Correctional Association (ACA) and/or National Commission on Correctional Health Care (NCCHC). The Cobb Sheriff shall also provide necessary prescription drugs to Fulton County Inmates in the same manner provided to Cobb County inmates.

Fulton County Inmates shall be responsible for co-payment for health services in the same manner as the Cobb Sheriff's own inmate population, and in accordance with CCADC policies. No Fulton County Inmate will be denied necessary health care because of an inability to pay for health services.

The Cobb Sheriff agrees to immediately notify the Fulton Sheriff of the need to remove any Fulton County inmate for emergency purposes, including, but not limited to emergency medical, dental, psychological, or psychiatric care. Upon the occurrence of a medical emergency that requires emergency transport to an outside medical facility, the Fulton County Inmate will immediately be deemed to have been returned to the custody of the Fulton Sheriff as soon as the Fulton County Inmate leaves the CCADC and enters the ambulance for emergency transport. However, the Cobb Sheriff's deputy or deputies will accompany the Fulton County Inmate to the outside medical facility and provide security over said inmate until Fulton Sheriff personnel arrive to take over security. Fulton Sheriff agrees that Fulton Sheriff personnel shall arrive to the outside medical facility to take over

security of the Fulton County Inmate within two (2) hours of initial notification by the Cobb Sheriff.

Fulton Sheriff agrees that the decision by the Cobb Sheriff's third-party medical provider to refer prisoners to either Wellstar Hospital or other hospital for medical care or treatment is in the discretion of said third party medical provider.

If the Cobb Sheriff or his designee determines that transfer for non-emergency outside treatment is required, the Cobb Sheriff or his designee will notify the Fulton Sheriff and the Fulton Sheriff shall promptly coordinate and provide for such transfer and treatment and/or remove the inmate from CCADC for care or treatment within twenty-four (24) hours from said notification.

Fulton Sheriff acknowledges and agrees that in all instances, the Cobb Sheriff shall not be responsible or liable for medical decisions or treatment for or related to any Fulton County Inmate.

8. PER DIEM

The Cobb Sheriff agrees, for the Initial Term, to house Fulton County Inmates at a per diem rate of \$80 per inmate per detained day. A "detained day" is a maximum of twenty-four (24) hours or any part thereof. The Cobb Sheriff shall calculate the Fulton County Sheriff's obligation for each calendar month during the Initial Term of this IGA, and before the end of the next calendar month, shall send a monthly statement showing the Fulton Sheriff's total monthly obligation in care of the Fulton County Sheriff as addressed below:

Invoices shall be submitted as follows:

Via Mail:

Fulton County Sheriff's Office
Attn: LaMarion Green-Hughey
Chief of Administration
185 Central Avenue, SW
9th Floor
Atlanta, GA 30303 **OR**

Via Email:

Email: LaMarion.Hughey@fultoncountyga.gov

At minimum, original invoices must reference all of the following information:

- 1) Vendor Information
 - a. Vendor Name
 - b. Vendor Address
 - c. Vendor Code
 - d. Vendor Contact Information
 - e. Remittance Address

2) Invoice Details

- a. Invoice Date
- b. Invoice Number (uniquely numbered, no duplicates)
- c. Purchase Order Reference Number
- d. Date(s) of Services Performed
- e. Itemization of Services Provided/Commodity Units

The Fulton Sheriff shall make payment via wire transfer to the Cobb County Finance Department. The Fulton Sheriff shall pay all sums owed under its monthly obligation within thirty (30) days of billing submission.

The per diem rate for any renewal term will be negotiated prior to the time of potential renewal.

9. REFUSAL AND/OR RETURN OF INMATES

A Fulton Sheriff's Deputy shall be present at all times during the Cobb Sheriff's screening, booking and classification of Fulton County Inmates. The Cobb Sheriff reserves the right to refuse receipt of, or return to the Fulton Sheriff, any Fulton County Inmate at any time for any reason.

If a Fulton County Inmate is accepted into Cobb Sheriff custody, and the Cobb Sheriff subsequently decides to return the Fulton County Inmate to Fulton, the Cobb County Sheriff's Office will provide notice to the Fulton Sheriff, who is responsible for transporting the Fulton Inmate back to the Fulton Jail. The return transport shall be scheduled by the Fulton Sheriff and shall take place within twenty-four hours of initial notice from the Cobb Sheriff.

10. RELEASE OF FULTON INMATES FROM CUSTODY

The Fulton Sheriff shall be solely responsible for scheduling and coordinating with the Cobb Sheriff the release time and dates of each boarded Fulton County Inmate in the Cobb Sheriff's custody. In order to avoid misunderstanding or unclear directions, Fulton Sheriff shall be unilaterally responsible for resuming custody of and releasing its boarded prisoners when incarceration is no longer legally justified or required.

In no event shall the Cobb Sheriff, or any officer or employee of the Cobb Sheriff, have any responsibility to ensure that a boarded prisoner is not (1) improperly released from custody, or (2) improperly detained beyond the period of legal incarceration.

11. TRANSPORTATION

Except in the event of an emergency, the Fulton Sheriff shall be responsible for providing transportation for all Fulton County Inmates, including but not limited to 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. The Fulton Sheriff shall ordinarily provide at least two (2) hours advance notice prior to transporting any

Fulton County Inmate from the CCADC. Any exception to this 2-hour advanced notice requirement must be approved by the Detention Facility Commander.

12. TECHNOLOGY

The Cobb Sheriff and the Fulton Sheriff may each permit the other continuous access to Cobb's RapidID database regarding all Fulton County Inmates housed at the CCADC, or as otherwise permitted and subject to all applicable laws and Cobb County policies. This continuous access feature may be accomplished through a computer link between a computer(s) designated by the Fulton Sheriff and appropriate computer(s) of the Cobb Sheriff. No other access to Cobb data or systems is granted under this Agreement.

13. NOTICES

Official notices and correspondence to the Cobb Sheriff shall be delivered in person, transmitted by regular mail or by certified mail, postage prepaid to:

Cobb County Sheriff's Office
Attn: Jail Commander
1825 County Services Pkwy
Marietta, Georgia 30008.

Official notices and correspondence to the Fulton Sheriff shall be delivered in person, transmitted by regular mail or by certified mail, postage prepaid to:

Fulton County Sheriff's Office
Attn: LaMarion Green-Hughey
Chief of Administration
185 Central Avenue, SW
9th Floor
Atlanta, GA 30303

14. RECORDS, AUDIT

The parties agree upon request to furnish the other party and their Sheriff and agents all non-privileged, non-confidential, public records pertaining to status, criminal record, housing and medical care of Fulton County Inmates in the CCADC and all medical information associated with all Fulton Inmates for screening and medical purposes subject to all applicable HIPAA requirements.

15. GOVERNMENTAL IMMUNITIES

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

16. RESERVED.

17. TERM

This IGA will become effective upon the date of signature of all parties. The Initial term of the agreement shall be for six (6) consecutive months ("Initial Term") with the option of three incremental renewals. Either Party may request renewal of this IGA for an additional term of no more than twelve (12) months (each a "Renewal Term") by giving notice to the other Party at least thirty days prior to the expiration of the Initial Term or any Renewal Term. Each renewal requires a formal written amendment authorized and executed by all parties hereto. If the Parties do not renew this IGA after the Initial Term or any Renewal Term, then this IGA shall terminate and the provisions of Section 21 shall govern return of Fulton County Inmates and per diem fees for any delay beyond the 30-day deadline therein.

18. MODIFICATION OR AMENDMENT

Modification or amendment of this Agreement shall be made only in writing and subscribed to by the parties. No modifications or alterations of this Agreement shall be valid until executed in writing by all parties hereto.

19. WAIVER

The waiver by any party 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.

20. 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.

21. TERMINATION

This IGA may be terminated by the Cobb Sheriff or Fulton Sheriff for any reason upon thirty (30) days prior written notice to the other party of the intended date of termination.

All Fulton County Inmates that are housed at the CCADC shall be removed from the CCADC by the Fulton Sheriff within thirty (30) days of written notice of termination by either party. For each additional day that a Fulton County Inmate remains at the CCADC following the 30-day deadline, the per diem rate will be increased to \$240 per inmate per detained day. All other terms of this Agreement will remain in place until each Fulton County Inmate is removed from the CCADC.

Notwithstanding payment of the \$240 per diem rate, for each day beyond the 30-day deadline that a Fulton County Inmate remains at the CCADC, Fulton Sheriff will be in breach of the Agreement, and Cobb Sheriff remains entitled to pursue all remedies provided by law for such breach.

22. ENTIRE AGREEMENT

This IGA contains all the terms and conditions and represents the entire agreement between the parties and supersedes any preexisting agreements relating to the use CCADC for housing Fulton County Inmates. There are no understandings, representations, or agreements, written or oral, other than those contained in this IGA.

23. LAW

This Agreement shall be construed under the Laws of the State of Georgia. For all disputes under or related to this Agreement, venue shall be in the State and Superior Courts of Cobb County, Georgia.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Cobb Sheriff and the Fulton Sheriff have caused this IGA 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


By: Craig Owens, Sheriff

Date: 3-7-22

FULTON COUNTY SHERIFF


By: Patrick "Pat" Labat, Sheriff

Date: 3/7/22