

# AGREEMENT

STATE OF GEORGIA  
COUNTY OF WHITE

THIS AGREEMENT, made and entered into this the **1<sup>st</sup>**, day of **JANUARY 2026**, by and between the **CITY OF CLEVELAND**, Georgia, a municipal corporation, hereinafter referred to as the “CITY” and by **THE OFFICE OF SHERIFF**, hereinafter referred to as the “WCSO” approved by *Rick Kelley* in his capacity as the duly elected Sheriff of White County, Georgia, hereinafter referred to as the “SHERIFF”.

WHEREAS, WCSO presently operates a jail facility for the detention of persons charged with violations of statutes of the State of Georgia and City Ordinances; and

WHEREAS, the **City of Cleveland** either has no facility or a limited facility for the detention of persons arrested for violations of municipal ordinances of the **City of Cleveland** and State statutes and the City is desirous of entering into an agreement with WCSO to detain such persons at the WCSO Jail;

WITNESETH, that in order to promote, and in the interest of, efficient law enforcement in the aforesaid City and WCSO, the parties hereto have reached the agreement herein specified pursuant to the provisions of Article 9, Section 3, Paragraph 1 of the 1983 Constitution of the State of Georgia, and

NOW, THEREFORE, for valuable consideration and mutual promises exchanged between the parties hereto in consideration of the premises and in compliance with and pursuant to the provisions,

**terms and conditions of the State of Statutes pertaining thereto, the City and WCSO do hereby contract with each other as follows:**

**-1-**

**WCSO shall provide to the City of Cleveland services and facilities for the detention of persons charged with violation of municipal ordinances of the City of Cleveland and State Statutes with such services and facilities to be substantially the same as utilized for the detention of persons charged with violations of State Statutes and County Ordinances.**

**-2-**

**The WCSO shall be compensated for said services at \$45.00 per diem boarding fee. The WCSO shall provide to the City a monthly statement for services provided hereunder, and the City shall remit payment therefore within thirty days (30) after receipt of that statement.**

**-3-**

**The City hereby agrees to reimburse the WCSO for any expenses incurred by the WCSO in the providing of medical, hospital or dental services and medication to persons detained by the WCSO in its jail pursuant to the provisions of this agreement. The City shall indemnify and hold harmless White County and White County Sheriff's Office, its officers and employees, the Sheriff of White County and his lawful deputies, jailers and dispatchers from any and all claims, damages or expenses (including legal expenses incurred in defending actions or habeas corpus proceedings) arising out of, or related to, the arrest, detention, or imprisonment, except that the City shall not be liable for any claims, damages, or expenses that may arise due to actions or**

**omissions of any agent or employee of the WCSO unless such actions or omissions are at the directions of the City.**

**-4-**

**The City shall comply with all procedures and policies of the WCSO regarding the processing and release of persons to be detained in the WCSO Jail. Detention by the WCSO of persons charged in violation of ordinance of the **City of Cleveland** shall be under no obligation to give to the City and references or priority in the detention of persons in the WCSO Jail.**

**-5-**

**This agreement may be terminated by either party hereto upon giving the other party thirty days (30) written notice of such intention to terminate. This agreement is executed in two counterparts, each of which shall constitute an original hereof for all purposes.**

**-6-**

**The City shall provide for transportation of such persons to and from the WCSO Jail as well as for all necessary court appearance and required medical treatment transports.**

**-7-**

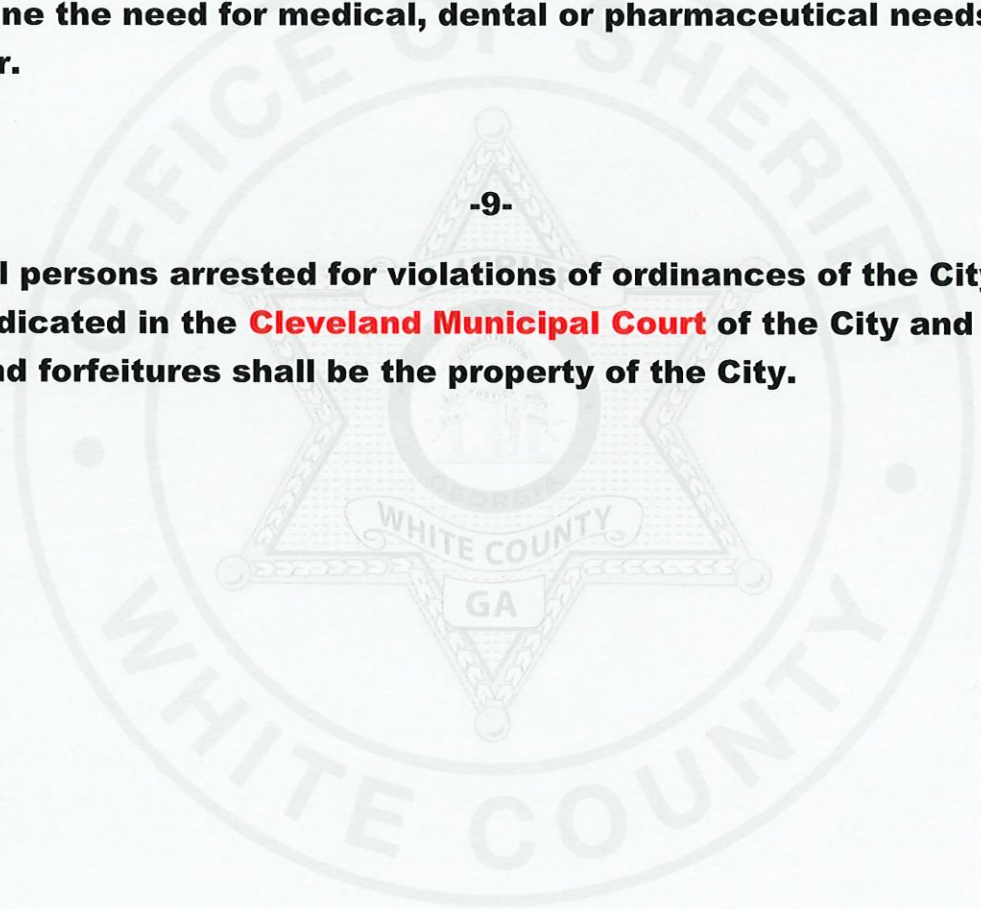
**The City's employees or officials shall communicate to the WCSO Jail's intake officers any knowledge of medical illness, unusual behavior, suicidal tendencies or expressions, or any other unusual or out of the ordinary behavior of the detainee, along with copies of any medical reports or questionnaires completed after the arrest, all of which shall be delivered to the WCSO Jail prior to or at the time of delivery of the prisoner.**

-8-

**Although housed in the WCSO Jail at all times hereunder, the prisoner shall be deemed to be in the physical custody of the City, and any expenses for medical, hospital and drug, not caused by actions or omissions of any agent or employee of the WCSO, shall be the sole responsibility of the City. The City agrees that the WCSO, shall use its best judgement and the WCSO adopted operating procedures to determine the need for medical, dental or pharmaceutical needs of the prisoner.**

-9-

**All persons arrested for violations of ordinances of the City will be adjudicated in the **Cleveland Municipal Court** of the City and all fines and forfeitures shall be the property of the City.**



**IN WITNESS WHEREOF, the City and the WCSO have hereunto set their names and the signatures of their proper officials duly authorized by resolution spread upon the official minutes of the Mayor and Council of the **City of Cleveland** respectively on the day and year first above written.**

**Approved and authorized by the Mayor and Council of the **City of Cleveland** this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.**

**(SEAL)**

**BY: \_\_\_\_\_  
Mayor**

**ATTEST: \_\_\_\_\_, CLERK**

**Approved by the Sheriff of White County, Georgia, this \_\_\_\_ day of**

**\_\_\_\_\_, \_\_\_\_\_.**

**\_\_\_\_\_  
Rick Kelley, Sheriff**