

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF DALLAS,
GEORGIA AND THE CITY OF ACWORTH, GEORGIA FOR THE HOUSING OF
INMATES**

THIS INTERGOVERNMENTAL AGREEMENT is entered into this ____5th____ day of
April, 2021, by and between the City of Dallas, Georgia ("Dallas") and
the City of Acworth, Georgia ("Acworth").

WHEREAS, Acworth, through its Police Department, provides a detention facility for the
housing of inmates; and

WHEREAS, Dallas desires to house certain jail inmates in the Acworth detention facility;
and

WHEREAS, Acworth is willing to house certain Dallas inmates, which may not be all
inmates, subject to the terms and conditions of this Agreement; and

WHEREAS, pursuant to Article 9, Section 3, Paragraph 1 of the Constitution of the State
of Georgia, Acworth and Dallas are authorized to enter into this intergovernmental agreement;

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for
other good and valuable consideration, the parties agree as follows:

1. Purpose and Security Provided. The purpose of this Agreement is to establish a
formal binding relationship between Acworth and Dallas for the detention of persons charged
with, or convicted of violations of federal, state, or local laws, or held as material witnesses at
the Acworth detention facility.

A. Acworth agrees to accept and provide for the secure custody, care and
safekeeping of Dallas inmates in accordance with state and local laws, standards,
policies, procedures or court orders applicable to the operations of the Acworth
Detention Facility.

B. Acworth further agrees to make available to Dallas, spaces inside the Acworth
detention facility currently utilized by Acworth for inmate interviews for use by
Dallas. 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 from May 1, 2021
through April 30, 2022 or until terminated as hereinafter provided. This Agreement shall
thereafter automatically renew for up to four (4) successive one-year terms commencing on May
1st and terminating on April 30th, unless terminated as hereafter provided. Either party may
terminate this Agreement by giving the other party written notice at least ninety (90) days prior
to the effective date of termination of the Agreement or the end of the initial term, or the end of
any renewal term, as the case may be, advising that it no longer wishes to continue this

Agreement in effect. Should conditions of an unusual nature occur making it impractical to continue to house inmates, Acworth may suspend or restrict the use of the facility by giving written notice to Dallas. Such notice will be provided to the Chief of Police of Dallas by the Chief of Police of Acworth sixty (60) days in advance of the effective date of the formal termination, and at least thirty (30) days in advance of a suspension or restriction of use. Should inmate housing requirements reach the maximum capacity of the detention facility, the Acworth Police Chief will be authorized under this Agreement to refuse to accept additional Dallas inmates without written notice until the aggregate number of inmates falls below the maximum capacity; provided, however, that the Acworth Police Chief shall provide notice to Dallas to ensure at any point when the jail reaches 90% capacity to ensure that Dallas maintains the ability to plan for alternative sources of jail capacity, if necessary.

3. Receiving, Detention and Discharge. Acworth 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 Dallas inmates those persons committed by Dallas, and for violation of federal, state or local laws alleged to have been committed within the city limits of Dallas.

- A. Acworth has the right to refuse receipt of any Dallas inmate who poses a significant risk or danger to the health and /or safety of other inmates or jail staff.
- B. Acworth agrees regarding persons suspected of driving under the influence of intoxicating beverages within the boundaries of Dallas to allow officers in the Dallas Police Department to use Acworth intoxylizer 5000 devices (or such replacement devices as may be provided by Acworth) to test blood alcohol content of those persons; provided, however, that any officer using those devices must first maintain on file with the Acworth Police Department a copy of his or her current valid permit issued by the State of Georgia certifying that officer's competency to use that device.
- C. Adequately trained detention staff will be provided by Acworth twenty-four (24) hours a day to supervise inmates. Acworth will provide at least two (2) meals per day for inmates. Dallas inmates will be housed with Acworth inmates and will be expected to follow all rules and regulations established by the Acworth detention facility for inmates. Dallas agrees to allow its inmates to serve as inmate workers, both within the facility and on outside or off-site work details. The parties understand and agree, however, that Dallas may desire to utilize inmate labor within Dallas. The parties agree that they will cooperate with each other to allow Dallas inmates to be transported from and to the detention facility by authorized Dallas personnel for the purpose of inmate labor in Dallas. Dallas will be fully responsible for the care and custody of any inmate it removes from the detention facility for these purposes.
- D. Acworth agrees to release Dallas inmates only to law enforcement officers of Dallas, or upon representation of appropriate bail, or upon the order of a court of

competent jurisdiction. Bonding procedures will be conducted by the Acworth Police Department.

4. Medical Services. Routine medication dispersal, inmate medical screening questions, and visual observations will be provided to Dallas inmates by Acworth. If an inmate requires medical treatment at an outside facility, that treatment will be coordinated by Acworth with Dallas, and transport provided by Dallas. In the event that emergency conditions exist and transportation to an appropriate emergency facility is required by an inmate, Acworth will notify Dallas, and provide emergency transport and care until promptly relieved by Dallas staff. All costs associated with hospitalization or health care services provided to Dallas inmates will be paid directly by Dallas at the cost of services.

5. Court Appearances. Dallas shall be solely responsible for the transportation and security of Dallas inmates to court, and will ensure that First Appearance Hearings are provided its inmates in accordance with state and federal law.

6. Per Diem Rate. Dallas shall reimburse Acworth at the rate of forty dollars and no cents (\$45.00) per "inmate day" for every Dallas inmate held by the detention facility. An "inmate day" shall begin at 10:00 a.m. and continue through a twenty-four (24) hour period or any portion thereof. There will not be a booking or bonding fee charged.

A. Acworth shall prepare and submit an invoice each month to Dallas to include the name of the Dallas inmate, their dates of confinement, the total days to be reimbursed and the amount of the reimbursement due.

B. Payment under this Agreement will be due on the thirtieth (30th) calendar day after receipt of an invoice in the office designated by Dallas to receive the invoice. If the due date falls on a non-working day, then the payment due date will be next working day. The date of payment received by Acworth shall be considered to be the date payment is made.

C. The original per diem rate under this Agreement (the "Original Per Diem Rate") is subject to annual adjustments. Any adjustment to the original per diem must be provided by the Acworth Chief of Police to the Dallas Chief of Police sixty (60) days before the date of the adjustment takes effect. Amended rates will be published as addenda to this Agreement each year.

7. Modifications/Disputes. Either party may initiate a request for modification to this Agreement in writing. All modifications will be written and approved by the governing bodies of the parties.

A. Disputes, questions or concerns pertaining to this Agreement will be resolved by the Chiefs of Police of the Cities, and failing that by the City Managers.

8. Indemnification. Each party shall defend, indemnify and hold harmless the other, its officials, officers, employees and agents from any and all injuries, claims, damages, liabilities,

costs and expenses caused by, relating to or based upon the housing of Dallas inmates, for claims arising out of an allegation of negligence or other wrong doing by the other party. Nothing in this paragraph shall be construed a waiver of Dallas or Acworth's sovereign immunity of any individual's qualified good faith immunity, and this Agreement shall not be construed to create rights in any third party.

9. Independent Contractor Status. Nothing contained in the Agreement shall be deemed to create any relationship other than that of an independent contractor between Dallas and Acworth. Under no circumstances shall any Acworth official or employee be deemed to be an employee of Dallas for any purpose. Under no circumstances shall any Dallas official or employee be deemed an employee of Acworth for any purpose.

10. Miscellaneous. This Agreement constitutes the entire Agreement between the parties, and supersedes any prior discussions. This Agreement can only be modified in writing by both parties. This Agreement is not assignable. This Agreement shall be construed in accordance with the laws of the State of Georgia.

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

CITY OF ACWORTH, GEORGIA

CITY OF DALLAS, GEORGIA

By:

By:

Thomas W. Allegood
Title: Mayor

James Kelly
Title: Mayor

Attest:

Attest:

Regina R. Russell, City Clerk

Tina Clark, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City of Dallas

Motion Signature

_____ **Motion to approve an Intergovernmental Agreement with Acworth to house Dallas Police Department inmates.**

Date: _____

James Kelly, Mayor

Tina Clark, City Clerk