

**State of Georgia
County of Paulding**

**INTERGOVERNMENTAL AGREEMENT
REGARDING THE HOUSING OF CITY INMATES
BETWEEN
PAULDING COUNTY, GEORGIA AND THE CITY OF DALLAS, GEORGIA**

This Agreement is made and entered into as of the ____ day of ____, 20__, by and between Paulding County, Georgia by and through its Board of Commissioners, a political subdivision of the State of Georgia (“the County”) and the City of Dallas, Georgia, by and through its Mayor and City Council, a municipal corporation of the State of Georgia (“the City”) and Gary Gullede, in his official capacity as the Sheriff of Paulding County, Georgia (“the Sheriff”), collectively referred to as “the parties.”

RECITALS

WHEREAS, the County owns and the Sheriff operates the Paulding County Detention Center which serves as the county jail (hereinafter “the county jail”);

WHEREAS, the City operates and maintains a police department but currently does not own or operate a municipal jail;

WHEREAS, pursuant to O.C.G.A. § 42-4-1, the sheriff serves as the jailer of the county while the City’s Chief of Police serves as the jailer of the city;

WHEREAS, the parties desire to enter into an agreement pursuant to Article IX, Section III, Paragraph I of the Georgia Constitution providing for intergovernmental contracts and to provide for and define the terms for the functional consolidation of city and county inmates at the county jail, and for the Sheriff to provide the services connected with the boarding of inmates at the county jail;

NOW THEREFORE, it is hereby agreed by and between the parties as follows:

ARTICLE I.

INMATE CARE AND HOUSING

1. HOUSING

The County agrees to reserve in the county jail, adequate bed space and assume the care, custody and control of all persons arrested by the City's police department and persons sentenced to incarceration by the City's municipal court (also known as "city court") for offenses arising out of misdemeanor violations of State law, City ordinances, or both. Such persons are collectively referred to as "city inmates." City inmate does not include any person whose crimes are exclusively within the jurisdiction of the Paulding County Superior Court.

2. CARE

The County agrees to accept city inmates at the county jail pursuant to this agreement upon their presentation by a city police officer. The County further agrees to provide secure custody, care and safekeeping for said inmates in accordance with state and local laws, standards, policies, procedures, and court orders applicable to the operation of the county jail. Except as otherwise provided, city inmates shall be provided the same level of care, rights and privileges afforded county inmates housed under similar classifications and shall be subject to the same duties, obligations, and restrictions as county inmates. Additionally, city inmates will be assigned work details in the same manner as county inmates.

3. REFUSAL

The County reserves the right to refuse to accept into the county jail any city inmate who is unconscious, has an infectious disease, or has any other medical condition requiring immediate

medical attention.

4. BOOKING

Upon presenting an inmate to the county jail for custody, the City shall provide the Sheriff with a completed arrest/booking form for the city inmate. The County shall process the inmate pursuant to the same booking procedures applicable to county inmates, including without limitation, photographing, fingerprinting, and other GCIC compliance requirements.

The City shall provide to the Sheriff all relevant information concerning the classification and background for each city inmate at the time of booking. The City shall also supply the Sheriff with any available medical information for each city inmate.

5. BONDING AND PRETRIAL MATTERS

All issues concerning the bonding of city inmates shall be handled by the County. It shall not be the responsibility of the County or Sheriff to provide or arrange bond hearings, preliminary hearings, trial or other court appearances for city inmates. It shall not be the responsibility of the County to provide court-appointed counsel for city inmates.

6. INTERVIEW

The County agrees to provide access to City inmates within one (1) hour of request for the purpose of interviews by the city police department.

7. RELEASE

Except in emergency situations as determined by the Sheriff or his designated representative, no city inmate shall be released from the county jail without prior written approval from the City. This includes release to the custody of another federal, state or local

entity.

8. SENTENCE COMPLETION

When a city inmate is sentenced to incarceration and is to be housed at the county jail, upon delivery of the inmate for incarceration, the City shall provide the Sheriff with a copy of the sentencing order, signed by the sentencing judge, a release date determined by the City, and a signed release authorization for that release date. The Sheriff may refuse to accept incarceration of the city inmate if this documentation is not provided upon presentation of the city inmate for incarceration. The City assumes full responsibility for the continued detention of any city inmate beyond the period of legal incarceration and shall indemnify the County for any liability arising therefrom.

9. TRANSPORTATION

The City shall be responsible for providing transportation for all city inmates except in the event of an emergency, including all non-emergency medical care, dental care, court appearances and investigation purposes. The City shall normally provide the county jail staff with two (2) hours advance notice prior to transporting a city inmate from the county jail.

10. COORDINATION

A representative of the City and County shall be available on a 24-hour basis to discuss problems or issues pertaining to the housing and administration of city inmates. The City representative shall be the Chief of Police or designated representative, and the County representative shall be the Sheriff or his designated representative.

11. MEDICAL CARE COSTS AND LIABILITY

The County agrees to provide city inmates with that level of medical and dental care

provided at the county jail for county inmates. In addition to those payments set forth in Article II, the City agrees to pay for all medical, dental, and prescription drug expenses incurred by the County in providing medical and dental care to city inmates. All such expenses payable by the City shall be reimbursed to the County within thirty (30) days of presentation of an itemized statement of costs. The County agrees to assume liability for and to pay the cost of medical treatments that may become necessary for city inmates resulting only from the negligent acts or omissions of County personnel while such city inmates are in the care, custody, and control of the County.

The County agrees to immediately notify the City of the need to remove any city inmate from the county jail for medical or dental care. If a physician certifies that medical or dental treatment is required, the City shall provide for such treatment or remove the city inmate from the county jail at the earliest practicable time. In the absence of a response from the City to a medical or dental notification, the County shall provide for medical or dental treatment and the City shall reimburse the County for such treatment. The absence of notification shall not relieve the City from its obligation to pay for medical and dental care rendered to a city inmate.

12. MEDICAL CARE TRANSPORTATION AND SECURITY

The City shall provide personnel to transport and guard city inmates while such inmates are receiving medical or dental treatment outside the county jail. In the event it is necessary for city inmates to be transported by the County, the City shall relieve the County of such escort or guard duty as soon as practicable.

ARTICLE II.

PAYMENT

13. PER DIEM HOUSING FEES

Except as otherwise provided in Article I, the City's total payment obligation for city inmate housing and routine care shall be equal to forty-five dollars (\$45.00) per day, per inmate.

The County shall calculate the City's obligation for each calendar month, and before the end of the next calendar month shall send to the City a monthly statement showing the City's total monthly obligation. The City shall pay to the County the monthly obligation within thirty (30) days of billing. The parties acknowledge that timely payment is a material term of this agreement.

In determining the number of days that a city inmate is housed in the county jail, each day or portion thereof, shall be counted as a full day, except that any day of release from custody subsequent to the initial date of incarceration shall not be counted.

14. GEORGIA JAIL CONSTRUCTION AND STAFFING ACT

Pursuant to O.C.G.A. § 15-21-90, et seq., and as amended, entitled the Georgia Jail Construction and Staffing Act (and commonly known as "the jail add-on"), the City agrees to collect and impose an additional penalty of ten percent (10%) of the original fine for each offense against the criminal or traffic laws of this State or any ordinance of the City when such cases are tried in the City's municipal court.

Additionally, at the time of posting bail or bond in any municipal court case involving a violation of a criminal or traffic law of this State or ordinance of the City, an additional sum equal to ten percent (10%) of the original amount of bail or bond shall be posted. In every case

in which the City's municipal court orders the forfeiture of bail or bond, the additional sum of ten percent (10%) shall be paid over as provided herein.

The City shall utilize any sums collected pursuant to this section solely for the purpose of paying its obligations under this agreement. Should the sums collected pursuant to this section be inadequate to cover the City's full obligations under this agreement, the City shall remit to the County any difference from other funding sources.

The County shall utilize all sums received from the City pursuant to the Georgia Jail Construction and Staffing Act solely and exclusively for constructing, operating, and staffing the county jail.

ARTICLE III.

MISCELLANEOUS PROVISIONS

15. TERM

This agreement shall become effective immediately upon acceptance by the parties and shall remain in effect for a period of one year thereafter. This agreement shall automatically renew for an additional one-year term/s absent an advance written notice of termination.

16. TERMINATION

Either party may terminate this agreement at any time for any reason upon providing a thirty (30) day advance written notice of termination provided to the other party. Such notice shall be mailed, return receipt requested, to the Sheriff of Paulding County for the County and the Chief of Police for the City.

NOTICE FOR THE COUNTY:

Gary Gullledge, Sheriff
Paulding County Sheriff's Office
247 Industrial Way North
Dallas, Georgia 30132

NOTICE FOR THE CITY:

Joe Duvall
Chief of Police
City of Dallas
120 Main Street
Dallas, Georgia 30132

17. 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.

18. WAIVER

A waiver by either 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.

19. LAW

This agreement shall be construed under the laws of the State of Georgia.

So agreed this ____ day of _____, 20__.

PAULDING COUNTY, GEORGIA
by:

Chairman
Paulding County Board of Commissioners

ATTEST:

CLERK,
Paulding County Board of Commissioners

[seal]

CITY OF DALLAS, GEORGIA
by:

Mayor
City of Dallas, Georgia

ATTEST:

CLERK,
City of Dallas, Georgia

[seal] ^

GARY GULLEDGE, Paulding County Sheriff