

**INTERGOVERNMENTAL AGREEMENT FOR THE MENTAL HEALTH/
DRUG COURT FOR THE OGEECHEE JUDICIAL CIRCUIT**

This INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and entered into as of the 18th day of Dec, 2018 by and between **BULLOCH COUNTY**, a political subdivision of the State of Georgia, acting by and through its governing authority, the BOARD OF COMMISSIONERS OF BULLOCH COUNTY, GEORGIA (hereinafter referred to as “Bulloch County”); **EFFINGHAM COUNTY**, a political subdivision of the State of Georgia, acting by and through its governing authority, the BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA (hereinafter referred to as “Effingham County”); **JENKINS COUNTY**, a political subdivision of the State of Georgia, acting by and through its governing authority, the BOARD OF COMMISSIONERS OF JENKINS COUNTY, GEORGIA (hereinafter referred to as “Jenkins County”); **SCREVEN COUNTY**, a political subdivision of the State of Georgia acting by and through its governing authority, the BOARD OF COMMISSIONERS OF SCREVEN COUNTY, GEORGIA (hereinafter referred to as “Screven County”); and the **SUPERIOR COURTS OF THE OGEECHEE JUDICIAL CIRCUIT** (hereinafter collectively referred to as the “Court”).

W I T N E S S E T H:

WHEREAS, all of the above parties are concerned about the impact of mental health in the criminal justice system and the frequency of illegal drug use and the related criminal activity which is occurring in our local communities; and

WHEREAS, all of the above parties have declared that pro-active intervention is an appropriate recognized means of curtailing the problem of related mental health impacts and drug abuse in our local communities and criminal justice systems; and

WHEREAS, O.C.G.A. § 15-1-15 provides that any court that has jurisdiction over any criminal case which arises from the use, sale, possession, delivery, distribution, purchase, or manufacture of a controlled substance, noncontrolled substance, dangerous drug, or other drug may establish a drug court division to provide an alternative to the traditional judicial system for disposition of such cases; and

WHEREAS, O.C.G.A. § 15-1-16 provides that to achieve a reduction in recidivism and symptoms of mental illness among mentally ill offenders in criminal cases and to increase their likelihood of successful rehabilitation through early, continuous, and intense judicially supervised treatment, any court that has jurisdiction over a criminal case in which a defendant has a mental illness or developmental disability, or a co-occurring mental illness and substance abuse disorder, may establish a mental health court division to provide an alternative to the traditional judicial system for disposition of such cases; and

WHEREAS, pursuant to O.C.G.A. §§ 15-1-15 and 15-1-16 the Court has established a Drug and Mental Health Court Division (hereinafter referred to as the “Drug/Mental Health Court”) for the Superior Courts in the Ogeechee Judicial Circuit; and

WHEREAS, Bulloch County, as subgrantee, has requested and received One Hundred Sixty-Six Thousand Six Hundred and Forty-Seven and 00/100 Dollars (\$166,647.00) in State Fiscal Year (hereinafter referred to as “SFY”) 2019 for the operation of the Drug/Mental Health Court pursuant to Grant Number #J-19-8-057 from the Georgia Criminal Justice Coordinating Council; and

WHEREAS, Grant Number #J-19-8-057 from the Georgia Criminal Justice Coordinating Council requires a cash match of ten percent (10%) in the amount of Eighteen Thousand Five Hundred Sixteen and 00/100 Dollars (\$18,516.00) out of a cumulative grant budget of One Hundred Eighty-Five Thousand One Hundred Sixty-Three and 00/100 Dollars (\$185,163.00); and

WHEREAS, Bulloch County as subgrantee has requested supplemental grant funding in the amount of Forty Thousand Three Hundred Twenty-Six and 00/100 Dollars (\$40,326.00) in SFY 2019 for expanding the operation of the Drug/Mental Health Court to Effingham County, Jenkins County and Screven County, with the award yet to be determined by the Georgia Criminal Justice Coordinating Council; and

WHEREAS, the yet-to-be determined grant award from the Georgia Criminal Justice Coordinating Council requires a cash match of ten percent (10%) in the amount of Four Thousand Four Hundred Eighty and 00/100 Dollars (\$4,480.00) out of a cumulative grant budget of Forty-Four Thousand Eight Hundred Six and 00/100 Dollars (\$44,806.00); and

WHEREAS, all of the parties desire to participate in the funding and operation of the Drug/Mental Health Court on the terms and conditions set forth herein; and

WHEREAS, all of the parties are authorized to enter into this Agreement in accordance with the provisions of Article IX, Section III, Paragraph 1 of the Constitution of the State of Georgia;

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and obligations set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Bulloch County, Effingham County, Jenkins County, and Screven County hereby agree as follows:

ARTICLE I DEFINITIONS

- 1.1 **“Council of Accountability Court Judges”** (hereinafter referred to as “CACJ”) means the council established pursuant to O.C.G.A. § 15-1-18.
- 1.2 **“Criminal Justice Coordinating Council”** (hereinafter referred to as “CJCC”) means the council established pursuant to O.C.G.A. § 35-6A-1 *et seq.*
- 1.3 **“Drug/Mental Health Court Coordinator”** means the person funded by the CJCC grant and employed by Bulloch County to provide non-judicial program oversight for the Drug/Mental Health Court and to adhere to CJCC/CACJ policies and procedures.

- 1.4 **“Drug/Mental Health Court Judge”** means the person responsible for the Drug/Mental Health Court.
- 1.5 **“Fiscal Quarter”** means each three-month period beginning on July 1, October 1, January 1 and April 1.
- 1.6 **Ogeechee Judicial Circuit Mental Health/Drug Court (hereinafter referred to as “Drug/Mental Health Court”)** means that certain Drug/Mental Health Court division established pursuant to O.C.G.A. §§ 15-1-15 and 15-1-16 to provide an alternative sentencing program for eligible participants who have criminal charges relating to either drug use or possession or mental health issues under the jurisdiction of the Superior Courts of the Ogeechee Judicial Circuit operating in Bulloch County, Effingham County, Jenkins County, and Screven County, Georgia.
- 1.7 **“Participant”** means clients who are eligible to receive services from the Drug/Mental Health Court.
- 1.8 **“Participant Agreement”** means an agreement between a Participant and the Drug/Mental Health Court that requires the Participant to abide by certain terms and conditions to complete the program successfully.
- 1.9 **“Service Provider”** means entities who are qualified to provide services that are relevant and useful to Participants to successfully complete the Drug/Mental Health Court program.
- 1.10 **“State Fiscal Year”** means July 1 through June 30 on a recurrent basis.

**ARTICLE II
SCOPE AND AUTHORITY**

- 2.1 **Court’s Duties and Obligations.** Without in any way limiting the inherent authority of the Court over judicial proceedings and functions, the Court’s duties and obligations under this Agreement shall be as follows.
 - 2.1.1 Provision of ongoing judicial oversight of the Drug/Mental Health Court in compliance with O.C.G.A. §§ 15-1-15 and 15-1-16, and with standards promulgated by the Council of Accountability Court Judges.
 - 2.1.2 Assigning, as appropriate and at its discretion, judges to preside over cases involving the Drug/Mental Health Court, and serving as the final authority for adjudication and management of the Drug/Mental Health Court.
 - 2.1.3 Determining the venue for adjudication of cases involving Participants in the Drug/Mental Health Court.

2.1.4. As appropriate or necessary, entering into contracts or memoranda of understanding with qualified Service Providers for Participant counseling, treatment or care.

2.2 **Bulloch County's Duties and Obligations as Fiscal Agent.** Bulloch County shall act as the fiscal agent for the Drug/Mental Health Court and shall have the following duties and obligations with regard thereto.

2.2.1 Bulloch County shall be responsible for ongoing fiscal oversight and financial reporting of the Drug/Mental Health Court.

2.2.2 Bulloch County shall receive and be responsible for proper accounting, management, and expenditure of any funds received for operation of the Drug/Mental Health Court. Such funds may include but are not necessarily limited to: (i) any grant funds received from the Criminal Justice Coordinating Council; (ii) any funds received from Effingham County, Jenkins County, or Screven County pursuant to this Agreement; (iii) Participant fees; and (iv) funds from any other federal, state, local, or private sources that are restricted to or intended for operation of the Drug/Mental Health Court. Disbursement and allocation of funds shall be at the direction of the Drug/Mental Health Court Coordinator and/or Judge, and in accordance with CJCC and CACJ policies and procedures and the annual budget adopted by the governing authority of Bulloch County.

2.2.3 The Drug/Mental Health Court Coordinator and any other personnel serving under his or her supervision shall be employees of Bulloch County and shall be eligible for the same benefits and subject to the same personnel and other policies as all other Bulloch County employees. The Drug/Mental Health Court Coordinator shall be supervised, evaluated, disciplined, and/or terminated by the Drug/Mental Health Court Judge.

2.2.4 Bulloch County shall ensure that the Drug/Mental Health Court Coordinator prepares and submits all proposed annual plans, grant applications, requests for financial reimbursement, budget proposals, and amendments or modifications thereof for approval and authorization by the Court, Bulloch County, Effingham County, Jenkins County, Screven County, the Criminal Justice Coordinating Council, the Council of Accountability Court Judges, and/or other appropriate agencies.

2.2.5 Bulloch County shall develop and maintain financial accounts and records for the Drug/Mental Health Court according to the Uniform Chart of Accounts as administered by the Georgia Department of Community Affairs.

2.2.6 Bulloch County shall authorize and execute such contracts, expenditure authorizations, purchase orders and/or other financial documents as are necessary for the operation of the Drug/Mental Health Court, consistent with federal and

state laws, regulations or guidelines and with Bulloch County's personnel, financial and administrative policies and procedures.

- 2.2.7 Title to all equipment and other personal property purchased, operated, and/or maintained with funds from grants, cash matches or other sources shall vest in Bulloch County and be used for Drug/Mental Health Court related purposes. If the Drug/Mental Health Court ceases operation, or if any such equipment or other personal property can no longer be used for its grant-funded purpose, the CJCC and CACJ will be informed of the available equipment and determine its future use to assure it is utilized in furtherance of the goals and objectives of the grant program and the State of Georgia. Bulloch County will execute a bill of sale or any other necessary documentation to convey title as directed by CJCC and/or CACJ. In the event that CJCC and/or CACJ has no use for the available equipment, Bulloch County may dispose of the equipment in accordance with its policies.

ARTICLE III FUNDING AND COST REIMBURSEMENT

- 3.1 **Duties and Obligations of Bulloch County, Effingham County, Jenkins County, and Screven County for Funding and Cost Reimbursement.** Bulloch County, Effingham County, Jenkins County, and Screven County (the "Counties") hereby agree to the following terms and conditions for funding and cost reimbursement for the Drug/Mental Health Court.

- 3.1.1 Matching cost requirements for grants awarded by the CJCC for the Drug/Mental Health Court, or any other grantor agency with similar requirements, shall be apportioned among the Counties by the population distribution of the most recent official decennial enumeration by the United States Census Bureau for Bulloch County, Effingham County, Jenkins County, and Screven County.
- 3.1.2 Direct expenses that are paid for by Bulloch County that support the Drug/Mental Health Court, but are not reimbursed by grant funds, including but not limited to personnel, liability insurance, utilities, office space, cell phones or allowances, information technology services and maintenance, and/or furniture, fixtures or equipment as identified in Bulloch County's annual General Appropriations Budget, shall be apportioned among the Counties by the population distribution of the most recent official decennial enumeration by the United States Census Bureau for Bulloch County, Effingham County, Jenkins County, and Screven County.
- 3.1.3 While the percentage distribution may change in the future, the parties acknowledge that for the fiscal year ending June 30, 2019, the population distribution of the most recent official decennial enumeration by the United States Census Bureau results in the following percentages for the financial obligations in

Sections 3.1.1 and 3.1.2: Bulloch County – 47%; Effingham County – 38%; Jenkins County – 6%; and Screven County – 9%.

- 3.1.4. Any Participant fees assessed by the Court for participation in the Drug/Mental Health Court shall be transmitted to Bulloch County and deposited into a restricted fund, and shall only be expended for non-personnel costs for the sole use and benefit of the Participants, including but not necessarily limited to educational and training materials, care and treatment, transportation to receive services, drug testing expenses, and counseling services. Participant Agreements shall include a certification that such fees are for a legitimate expense for the use and/or benefit of the Participants. Bulloch County shall not be obligated to reduce or credit such expenses toward matching cost requirements for grants, referenced in Section 3.1.1, or for other direct expenses referenced in Section 3.1.2 of this Article.
- 3.1.5. Bulloch County shall submit requests for reimbursement pursuant to Sections 3.1.1 and 3.1.2 to Effingham County, Jenkins County, and Screven County on a quarterly basis within twenty (20) calendar days of the close of each Fiscal Quarter. Such requests for reimbursement will include the amount due from each county with supporting documentation including revenue and expense reports with cash balances for fees from Participants.
- 3.1.6. Effingham County, Jenkins County and Screven County shall then have twenty-five (25) calendar days upon the receipt of the reimbursement request to tender appropriate funds to Bulloch County.

ARTICLE IV TERM AND TERMINATION

- 4.1 **Initial Term and Automatic Renewal.** The initial term of this Agreement shall be for one year commencing on July 1, 2018 and ending on June 30, 2019. Thereafter, this Agreement shall automatically renew for additional one-year terms commencing each July 1 unless any of the parties notifies the other parties of its intention not to renew at least ninety (90) days prior to the expiration of the then-current term.
- 4.2 **Termination.** Notwithstanding the provisions of Section 4.1, any party may terminate this Agreement at any time upon providing at least ninety (90) days' notice to the other parties.
- 4.3 **Survival of Accrued Financial Obligations.** Any financial obligations of the parties pursuant to this Agreement that have accrued upon termination or nonrenewal of this Agreement shall survive such termination or nonrenewal and shall be promptly paid.

ARTICLE V MISCELLANEOUS PROVISIONS

5.1 **Default or Breach; Dispute Resolution; Remedies.**

- 5.1.1 In the event that any party to this Agreement alleges that any other party is in default or breach of any of the terms, conditions or covenants of this Agreement, the party alleging default or breach may give the other party written notice that specifies the alleged default or breach. The party alleging default or breach shall also send a copy of such notice to the other parties that are not alleged to be in default or breach. The party allegedly in default or breach shall have thirty (30) days to cure the alleged default or breach before the other party may pursue dispute resolution as set forth herein.
- 5.1.2 In the event the party allegedly in default or breach of this Agreement fails to cure the alleged default or breach within thirty (30) days after receiving written notice of same, the party alleging default or breach may send a written demand for mediation to the party allegedly in default or breach. The party alleging default or breach shall also send a copy of such written demand to the other parties that are not alleged to be in default or breach. The parties agree that in the event one party makes a written demand for mediation upon another party in accordance with the provisions of this Agreement, all parties shall participate in good faith in such mediation in an attempt to resolve their dispute or disputes. The parties further agree to share equally the cost of such mediation. Participation in such mediation shall be a condition precedent to the initiation of litigation pursuant to Section 5.1.3.
- 5.1.3 In the event the parties cannot resolve their dispute or disputes through mediation, any party alleging a default or breach of this Agreement by any other party may pursue litigation against the other party, and the other parties shall join the litigation if they are deemed necessary parties. The parties agree that jurisdiction and venue for any litigation initiated pursuant to this Agreement shall exclusively be in the Superior Court of Bulloch County, Georgia. The parties also consent to the assignment of a judge from outside the Ogeechee Judicial Circuit for such litigation to avoid any real or perceived conflict of interest. The parties further agree that, in addition to any other legal or equitable remedies, the prevailing party or parties may recover attorneys' fees and court costs from the non-prevailing party or parties.
- 5.1.4 The rights and remedies provided in this Agreement are cumulative and not exclusive and are in addition to any other rights and remedies the parties may have at law or equity.

- 5.2 **Entire Agreement.** This Agreement contains the entire agreement of the parties hereto and all understandings, representations, and agreements between them. Each party warrants to the other that no agent, officer, employee, attorney or other representative of any party has made any representation or statement, nor are there any other agreements or understandings between or among any of the parties or their representatives, upon which any party relies that are not expressed and set forth in writing herein. Any prior

agreements between the parties involving the subject matter of this Agreement are superseded in their entirety by this Agreement.

5.3 Notices; Other Documents.

5.3.1 Except as otherwise specifically provided herein, any notices, demands, approvals, consents, requests or other communications hereunder shall be in writing and shall be deemed as given (i) when the writing is delivered in person; (ii) one business day after being sent by reputable overnight registered delivery service, charges prepaid; or (iii) three business days after being sent by certified mail with sufficient postage affixed thereon, to any of the parties at the addresses shown below, or at such other addresses as may be furnished by the parties from time to time:

If to Bulloch County:

Thomas M. Couch, County Manager (or the then-current County Manager)
115 North Main Street
Statesboro, Georgia 30458
Phone: (912) 764-6245

If to Effingham County:

Chris Hutchings, Interim County Administrator (or then the current County Administrator)
601 North Laurel Street
Springfield, Georgia 31329
(912) 754-2123

If to Jenkins County:

Grady Saxon, County Manager (or then the current County Manager)
Post Office Box 797
Millen, Georgia 30442
(478) 982-2563

If to Screven County:

Rick Jordan, County Manager (or then the current County Manager)
Post Office Box 159
Sylvania, Georgia 30467
(912) 564-7535

If to The Ogeechee Judicial Circuit:

Michael T. Muldrew, Judge (or then the current Accountability Court Judge)
20 Siebald Street
Statesboro, Georgia 30458
(912) 764-9607

- 5.3.2 The parties shall execute such other and further documents as may be deemed necessary by either party to fulfill the intent of the parties to this Agreement.
- 5.4 **Time of the Essence.** Time is of the essence of each and every term, provision and covenant of this Agreement.
- 5.5 **Governing Law.** This Agreement is made and shall be construed under and in accordance with the laws of the State of Georgia.
- 5.6 **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original.
- 5.7 **Amendments.** This Agreement may only be amended, supplemented or otherwise modified by a document in writing duly executed and delivered with the same formality of this Agreement by all of the parties. No waiver, release or similar modification of this Agreement shall be established by conduct, custom, or course of dealing.
- 5.8 **Severability.** This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement, or the application thereof to any person or circumstance, shall be held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized officers, have caused this Agreement to be executed under their respective seals as of the day and year first above written.

[SIGNATURES BEGIN ON NEXT PAGE]

I affirm that this Agreement was duly authorized by the Governing Body at a public meeting with such approval placed on the public record.

**BOARD OF COMMISSIONERS
OF BULLOCH COUNTY,
GEORGIA**

By: Roy Thompson
Roy Thompson, Chairman

Attest: Olympia Gaines
Olympia Gaines, Clerk of the Board

[SEAL]



Approved as to form:

Jeff S. Akins
Jeff S. Akins, County Attorney

I affirm that this Agreement was duly authorized by the Governing Body at a public meeting with such approval placed on the public record.

**BOARD OF COMMISSIONERS
OF EFFINGHAM COUNTY,
GEORGIA**

By: Wesley M. Corbitt
Wesley Corbitt, Chairman

Attest: Stephanie Johnson
Stephanie Johnson, Clerk of the Board

[SEAL]

Approved as to form:

Lee Newberry
Lee Newberry, County Attorney

I affirm that this Agreement was duly authorized by the Governing Body at a public meeting with such approval placed on the public record.

**BOARD OF COMMISSIONERS
OF JENKINS COUNTY,
GEORGIA**

By: _____
Hiller Spann, Chairman

Attest: _____
Brittany Shaw, Clerk of the Board

[SEAL]

Approved as to form:

George Rountree, County Attorney

I affirm that this Agreement was duly authorized

by the Governing Body at a public meeting with such approval placed on the public record.

**BOARD OF COMMISSIONERS
OF SCREVEN COUNTY,
GEORGIA**

Approved as to form:

By: _____
Will Boyd, Chairman

Attest: _____
Lori Boulineau, Clerk of the Board
[SEAL]

Hubert Reeves, County Attorney

**SUPERIOR COURTS OF THE
OGEECHEE JUDICIAL
CIRCUIT**

By: _____
F. Gates Peed, Chief Judge

By: _____
Michael T. Muldrew, Judge

By: _____
Lovett Bennett, Jr., Judge