



# AGENDA REPORT

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|------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|--------------------|
| <b>MEETING DATE:</b>         | June 15, 2026                                                                                                                                                                                                          | Regular       | DocuSigned by:     |
| <b>DEPARTMENT:</b>           | City Manager                                                                                                                                                                                                           | Steve Krokoff | Steven Krokoff     |
| <b>SECTION OF AGENDA:</b>    | New Business                                                                                                                                                                                                           |               | 9E6DD808EBB74CF... |
| <b>AGENDA ITEM TITLE:</b>    | Consideration of an Intergovernmental Agreement Between the City of Milton and the City of Alpharetta for Jail Services                                                                                                |               |                    |
| <b>STATEMENT OF PURPOSE:</b> | To consider approval of an Intergovernmental Agreement with the City of Alpharetta for jail services, including inmate housing, booking coordination, court-related custody, and related operational support.          |               |                    |
| <b>FINANCIAL IMPACT:</b>     | Estimated annual inmate housing cost of approximately \$103,125, based on \$165 per inmate, per day, with partial days counted as full days. Actual costs will depend on billed inmate days and related medical costs. |               |                    |
| <b>RECOMMENDED ACTION:</b>   | Approve the Intergovernmental Agreement with the City of Alpharetta for jail services.                                                                                                                                 |               |                    |

## EXECUTIVE SUMMARY:

The proposed agreement provides Milton with access to the Alpharetta Jail Facility at 2555 Old Milton Parkway. Alpharetta would process, book, detain, house, and board eligible Milton inmates, including individuals charged with or convicted of municipal offenses, other offenses within the jurisdiction of the Milton Municipal Court, state offenses and outside agency warrants, subject to available resources.

The agreement establishes a rate of \$165 per inmate, per day, with partial days counted as full days. The proposed term is three years, beginning July 1, 2026 and ending June 30, 2029, unless terminated earlier. Either party may terminate the agreement with 90 days' prior written notice.

Based on recent arrest averages, anticipated length of stay, and expected transfer of state-charge inmates to the Rice Street Facility when appropriate, staff currently estimates Milton's annual inmate housing cost at approximately \$103,125. While the agreement creates a recurring operational expense, staff believes the benefits include improved officer availability, reduced prisoner transport time, access to a nearby detention facility, and restoration of a practical compliance mechanism for Municipal Court probation and sentencing matters.

Staff recommends approval of the agreement because it provides a reliable local detention option, supports police operations, and enhances the City ability to effectively administer Municipal Court orders and probation requirements.

## PURPOSE/BACKGROUND:

Milton has historically relied on outside jail facilities for inmate housing and processing. For many years, the Alpharetta Jail Facility served as a practical local option for North Fulton law enforcement agencies. Following operational changes implemented by Fulton County during COVID, the Alpharetta Facility was closed and many inmate processing and detention functions were consolidated at the Rice Street Jail in Atlanta, requiring officers from North Fulton jurisdictions to transport prisoners significant distances for booking and detention.

The loss of a local detention option created operational challenges for North Fulton law enforcement agencies and limited the practical ability of Municipal Courts to utilize confinement when legally appropriate. Officers frequently spent extended periods transporting prisoners, waiting for intake processing, and addressing medical clearance requirements before inmates could be accepted into custody. During these periods, officers were unavailable to respond to calls for service or perform other public safety functions within their communities.

Recognizing these challenges, Fulton County reopened the Alpharetta Jail Facility in 2022 through an intergovernmental arrangement involving Fulton County, the Fulton County Sheriff's Office, and the Cities of Alpharetta and Milton. That arrangement restored local booking and detention services for North Fulton jurisdictions.



In 2025, Fulton County decided to discontinue operation of the Alpharetta Jail Facility and no longer provide municipal inmate housing services through that arrangement. Although Fulton County continues to accept inmates held on qualifying state charges, it generally does not accept individuals held solely on municipal charges. As a result, individuals arrested on municipal charges are often fingerprinted and released with a requirement to appear in Municipal Court, limiting detention options for probation violations, sentencing matters, and other situations where confinement may be legally appropriate.

In response, the City of Alpharetta elected to assume responsibility for operating the facility and to make jail services available to neighboring jurisdictions through intergovernmental agreements.

The proposed agreement would establish a formal framework for Milton's continued use of the Alpharetta Jail Facility. Alpharetta would provide inmate housing, booking, detention, safekeeping, and related services for eligible Milton inmates.

The agreement would also reduce Milton's reliance on the Rice Street facility, where lengthy transports, intake delays, and pre-admission medical clearance requirements can significantly increase officer out-of-service time. Access to the Alpharetta Jail Facility would provide a closer and more predictable detention option while supporting patrol availability and the effective administration of Municipal Court orders.

### **STAFF ANALYSIS:**

Staff supports the agreement because it provides a reliable jail option for eligible municipal inmates and court-sentenced individuals, reduces officer time spent on extended jail transports, and creates a clearer fiscal model through a defined daily rate and an invoicing process Milton can review and verify.

The agreement allows Milton to benefit from Alpharetta's significant investment in detention infrastructure without incurring the costs associated with constructing, staffing, operating, or maintaining its own jail facility. Alpharetta's preliminary FY 2027 jail funding model reflects an estimated total annual jail cost of approximately \$2.5 million. Through this agreement, Milton gains access to those services for a fraction of the cost that would be required to independently provide similar capabilities.

The agreement also provides meaningful operational benefits. Continued reliance on Rice Street requires lengthy prisoner transports, intake delays, and frequent medical clearance diversions before inmates are accepted into custody. These activities reduce officer availability and limit patrol resources available within Milton.

Under the agreement, Alpharetta would be responsible for sanitation, housing, safekeeping, normal inmate maintenance services, booking and identification, trained detention staffing, management of small personal property, cash bond processing, and routine on-site medical care.

Milton would remain responsible for transporting Milton inmates to and from the Alpharetta Jail Facility unless otherwise addressed in the agreement. Milton would also be responsible for off-site medical expenses, subject to the agreement's provisions regarding costs arising from negligent or willful acts or omissions. Milton would provide security for hospitalized Milton inmates, with Alpharetta providing security until Milton personnel can relieve them in emergency transport situations.

Milton Police Department has reviewed the operational expectations and believes the City can meet the responsibilities contemplated. Court transports should remain manageable and consistent with past practice. Hospital security would be handled by the patrol shift working at the time of the request, with the on-duty supervisor assigning personnel as needed. After-hours medical notifications would be routed through Dispatch and then to the on-duty supervisor.

The agreement allows Alpharetta to refuse a Milton inmate in its discretion, but Alpharetta must exercise that discretion reasonably and notify Milton of the refusal and reason within 24 hours. If Alpharetta refuses an inmate, Milton's backup plan would be to transport the individual to Rice Street. Depending on the facts and charges, Milton may also use the mobile 10-print machine and release the individual when appropriate.

### **FINANCIAL IMPACT:**

The agreement establishes a daily inmate housing rate of \$165 per inmate, with partial days are counted as full days. Milton would be required to pay invoices within 30 calendar days of receipt. The rate is intended to help offset Alpharetta's costs of operating and maintaining the Alpharetta Jail Facility.

The \$165 daily rate was developed within Alpharetta's broader funding model, which included a preliminary planning assumption that Milton could average approximately three inmates per day. Staff does not recommend using that assumption as Milton's current budget estimate.

Milton Police Department's current working estimate is based on recent arrest averages, anticipated length of stay, and expected inmate handling practices. Milton averages approximately 250 municipal arrests annually. Most bond out within six hours; however, staff recommends using a conservative 1.5-day average to account for court-sentenced inmates and other incidental circumstances:

$$250 \text{ inmates} \times 1.5 \text{ days} \times \$165 = \$61,875$$

Milton also averages approximately 250 state charge arrests annually. Inmates held on qualifying state charges are generally expected to be transferred to the Fulton County Rice Street Facility, so staff is estimating a maximum one-day Alpharetta charge per inmate to account for booking, processing, and temporary detention:

$$250 \text{ inmates} \times \$165 = \$41,250$$

Based on these assumptions, Milton's conservative projected annual inmate housing cost is approximately \$103,125. This estimate may increase or decrease depending on actual inmate volume, length of stay, sentencing trends, probation violation activity, Alpharetta's operational capacity, and other factors once Milton has a full year of data.

Staff notes that Fulton County remains responsible for housing inmates held on qualifying state charges, but they will not accept individuals held solely on municipal charges, municipal probation violations, or certain matters within the jurisdiction of the Milton Municipal Court. Accordingly, the projected cost of this agreement should not be viewed as replacing an existing Fulton County service. Rather, it provides Milton with access to detention services for eligible municipal inmates and court-related detainees when detention is legally appropriate.

Although the agreement creates a recurring operational expense, staff believe the financial impact should be considered in conjunction with the public safety and operational benefits provided. Access to a nearby detention facility is expected to reduce officer transport time, decrease out-of-service hours associated with prisoner processing and medical clearance requirements, improve patrol availability, and support the effective administration of Municipal Court orders and probation requirements.

Different from the Rice Street pre-admission clearance issue, Milton may also incur inmate medical expenses for individuals housed at the Alpharetta jail who later require off-site medical care. The agreement provides that Alpharetta will provide routine on-site medical care in the same manner as it does for other inmates, while Milton is generally responsible for off-site medical expenses for Milton inmates, subject to the agreement's provisions regarding responsibility for costs arising from negligent or willful acts or omissions. Milton currently budgets \$10,000 annually for inmate medical expenses, and that amount has historically been sufficient due to internal mitigation efforts.

The agreement requires Alpharetta to submit monthly invoices within 21 days after the end of each calendar month. Milton will have the right to audit financial data related to fees or expenses for which it is responsible, and Alpharetta must maintain records for each Milton inmate, including duration of confinement.

Staff recommends closely monitoring actual inmate days, medical costs, court-sentenced inmates, probation violation housing, and invoice data during the first year. If actual usage differs materially from current projections, staff will return with any necessary budget adjustments.

#### **ALTERNATIVES CONSIDERED:**

The City could decline the agreement and continue relying on existing alternatives, including transport to Rice Street when appropriate. This would avoid a new recurring inmate housing arrangement, but it would not address the operational challenges associated with extended jail transports, officer out-of-service time, medical clearance diversions, or the lack of a practical local jail option for Municipal Court compliance.

The City could seek a jail arrangement with another jurisdiction. However, based on current availability and the proximity of Alpharetta's facility, the proposed agreement appears to be the most practical and operationally beneficial option available.

The City could defer action and continue evaluating options. Staff does not recommend deferral because the lack of a reliable jail option is already affecting police operations and Municipal Court compliance.

#### **LEGAL AND REGULATORY CONSIDERATIONS:**

Under Georgia law, the Sheriff is the county jailer and is responsible for persons committed to the county jail, generally including individuals held under county or state criminal process. Georgia law recognizes municipal jail authority separately.

In practice, Fulton County does not accept Milton prisoners held solely on municipal charges, state misdemeanors over which the Municipal Court has jurisdiction, or municipal probation violations. This leaves a practical gap for Milton Municipal Court enforcement, which the proposed Alpharetta agreement is intended to address.

The agreement has a three-year term beginning July 1, 2026 and ending June 30, 2029, unless terminated earlier. Either party may terminate the agreement upon 90 days' prior written notice. Any termination notice must include specific plans for accommodation or transfer of the affected jail population.

Key legal and regulatory considerations include scope of services, inmate acceptance and refusal procedures, medical cost responsibility, hospital security, transport responsibilities, records and audit rights, invoicing, insurance, responsibility allocation, termination rights, no waiver of immunity, and compliance with applicable laws governing inmate custody and municipal court sentencing.

The agreement provides that Alpharetta does not assume liability for the legality of arrests made by Milton officers or the legality or enforceability of Milton ordinances. It also provides that nothing waives either party's sovereign immunity, qualified immunity, or any other immunity or exemption from liability provided by law.

### **OPERATIONAL IMPACT**

The agreement would provide Milton Police Department with a more reliable and predictable option for eligible inmate housing and related custody needs. Milton Police Department believes the City can reliably transport inmates to Municipal Court under this arrangement, consistent with past practice. Hospital security within one hour can be provided by the patrol shift working at the time of the request, with the on-duty supervisor assigning personnel as needed. After-hours emergency medical notifications would be routed through Dispatch and then to the on-duty supervisor.

Under the agreement, Alpharetta may accept Milton arrestees detained due to outside agency warrants, with the understanding that the issuing jurisdiction is responsible for timely pickup. Alpharetta may also accept Milton arrestees charged with crimes outside the Municipal Court's jurisdiction, including state charges, subject to Alpharetta's discretion, jail capacity, and available transportation capacity to other jail facilities.

The agreement should also be evaluated in the context of officer availability. Over the last 12 months, the Milton Police Department's average out-of-service time for arrest transports has been approximately 132 minutes per arrest. With officers averaging approximately 17 arrests per month, this equates to roughly 204 arrests annually and approximately 449 hours of jail-related out-of-service time each year. These hours represent time officers are unavailable to respond to calls for service, conduct traffic enforcement, perform proactive patrol activities, or engage with the community. Based on the current average officer hourly salary, that time represents approximately \$16,314 in officer labor costs attributable to transport-related activities.

These figures demonstrate that jail access has a direct operational impact beyond the basic cost of housing inmates. The historical transport data primarily reflects arrests that currently result in detention and does not fully capture the impact of municipal arrests, for which detention options are often limited or unavailable. As a result, the operational benefits of a local jail facility may be greater than historical transport statistics alone suggest.

A closer and more predictable jail option should reduce the time officers spend transporting and processing inmates, thereby improving patrol availability and reducing the indirect operational costs associated with extended jail transports. It would also provide officers and the Municipal Court with a practical detention option in circumstances where confinement is legally appropriate but currently difficult to achieve.

This is especially important because continued reliance on the Rice Street facility can involve lengthy transports, delays at intake, and frequent diversions to Grady Hospital for pre-admission medical clearance. Each of those situations extends the time officers are unavailable in Milton. Access to the Alpharetta jail would not eliminate every transport or medical issue, but staff expects pre-admission medical clearance diversions to occur far less frequently than they do with Rice Street.

The proposed agreement also addresses a significant Municipal Court compliance issue. Based on conversations with the Municipal Court Judge, Municipal Court Clerk, and Municipal Solicitor, the lack of a reliable place to house probationers has created real challenges for the Court. When the Court has limited or no practical ability to impose confinement for probation violations, it weakens one of the primary tools available to gain compliance with court orders and probation conditions.

This has been a significant challenge in cases where defendants fail to comply with probation terms, court-ordered conditions, or other Municipal Court requirements. Access to a local jail option would restore an important compliance mechanism when confinement is legally appropriate and necessary.

Taken together, the operational benefits of the agreement extend beyond inmate housing and include improved officer availability, enhanced Municipal Court enforcement capabilities, and greater certainty in the City's ability to manage eligible detainees.

### **COMMUNITY/STAKEHOLDER IMPACT:**

The Milton community is directly impacted because the agreement would provide a more reliable and predictable detention option for eligible inmates. By reducing officer transport time and decreasing reliance on distant detention facilities, the agreement is expected to improve patrol availability and increase the amount of time officers can spend responding to calls for service, conducting proactive enforcement, and engaging with the community.

The agreement also support the effective operation of the Milton Municipal Court. The Municipal Court Judge, Court Clerk, Solicitor, probation provider, and the Police Department have identified the lack of reliable detention option as a challenge affecting court compliance, probation enforcement, and case administration. Access to the Alpharetta Jail Facility provides a practical mechanism for addressing probation violations, sentencing matters, and other circumstances where confinement is legally appropriate.

The agreement benefits both Milton and Alpharetta through a cooperative regional approach to detention services. Milton gains access to an established detention facility without the significant expense of construction, staffing, and operating its own jail, while Alpharetta receives revenue that helps offset a portion of the costs associated with operating and maintaining the facility.

Victims, complainants, and the broader community are also impacted because the agreement supports accountability, reinforces the authority of the Municipal Court, and promotes consistent enforcement of court orders when legally appropriate. Staff believes a reliable local detention option will strengthen public confidence in both the City's public safety and municipal court systems.

### **STRATEGIC ALIGNMENT:**

The proposed agreement aligns with Milton's public safety, fiscal stewardship, and intergovernmental cooperation priorities. It supports public safety by improving access to jail services, reducing uncertainty in arrest processing, and reducing officer out-of-service time. It supports fiscal stewardship by providing a defined daily rate, monthly invoicing, audit rights, and an opportunity to monitor actual usage before making future budget adjustments. It supports intergovernmental cooperation by allowing Milton to benefit from Alpharetta's investment in jail services while also helping Alpharetta defray a portion of the fixed costs associated with operating the facility.

The agreement also supports the effective operation of Milton Municipal Court by restoring a practical compliance tool when probationers or defendants repeatedly fail to comply with court orders.

### **STAFF RECOMMENDATION:**

Staff recommends approval of the Intergovernmental Agreement with the City of Alpharetta for jail services and authorization for the Mayor and City Manager to execute the agreement in substantially final form, subject to final review and approval by the City Attorney.

Staff further recommends that the first year of the agreement be treated as a monitoring period. During that time, staff should track actual inmate days, inmate type, length of stay, medical costs, court-sentenced inmates, probation violation housing, hospital security events, officer transport impacts, inmate refusals, and invoice discrepancies. This data will allow staff to determine whether Milton's current cost estimate is accurate and whether future budget or operational adjustments are needed.

### **REVIEWS & APPROVALS:**

Financial Review: Bernadette Harvill, Deputy City Manager  
Legal Review: Jeff Strickland, Jarrard & Davis, LLP  
Concurrent Review: Stacey Inglis, Deputy City Manager

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*Bernadette Harvill*

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*Stacey R Inglis*

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### **ATTACHMENTS:**

Intergovernmental Agreement with the City of Alpharetta for Jail Services

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF  
MILTON, GEORGIA, AND THE CITY OF ALPHARETTA, GEORGIA, TO  
BOARD AND PROVIDE FOR THE HOUSING OF INMATES AT THE  
ALPHARETTA JAIL**

**This Intergovernmental Agreement (“Agreement”)** is made and entered by and between the City of Milton, Georgia (“Milton”), a municipal corporation of the State of Georgia, and the City of Alpharetta, Georgia (“Alpharetta”), a municipal corporation of the State of Georgia. Milton and Alpharetta may be referred to herein individually as a “Party” or collectively as the “Parties.”

**WHEREAS**, Milton and Alpharetta are authorized by law to enter into intergovernmental agreements pursuant to Article IX, Section III, Paragraph I of the Georgia Constitution; and

**WHEREAS**, Milton and Alpharetta share a common interest in forming a law enforcement partnership to successfully address issues involving the care and custody of inmates; and

**WHEREAS**, Alpharetta owns a jail facility located at 2555 Old Milton Parkway, Alpharetta, Georgia (“Alpharetta Jail Facility”); and

**WHEREAS**, Milton desires to utilize the Alpharetta Jail Facility to process arrests that may be made by the Milton Police Department.

**NOW THEREFORE**, Milton and Alpharetta, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby agree to the above recitals and as follows:

**Section 1. Purpose.**

The purpose of this Agreement is to document the understanding between Milton and Alpharetta regarding Milton’s use of the Alpharetta Jail Facility to process arrests that may be made by the Milton Police Department. In addition to its own purposes, Alpharetta will manage, operate and supervise the Alpharetta Jail Facility and process/book, detain and house/board at the Alpharetta Jail Facility, persons who are charged with or convicted of a municipal offense of the City of Milton or other offenses over which the Municipal Court of the City of Milton (“Municipal Court”) has jurisdiction, or who may otherwise be arrested and subject to processing as further detailed hereinbelow (“Milton Inmate”), as further provided for herein.

**Section 2. Statement of Milton’s Obligations.**

Subject to the terms and conditions stated herein, Milton agrees to:

- a. transport any and all Milton Inmates to and from the Alpharetta Jail Facility for any reason unless otherwise specifically addressed hereinbelow;
- b. be responsible for all offsite medical expenses incurred by Milton Inmates, as further provided herein; and
- c. pay to Alpharetta within thirty (30) calendar days of receipt of an invoice, an inmate holding fee of \$165 per inmate for each calendar day a Milton Inmate remains detained in the Alpharetta Jail Facility. Partial days detained shall be

counted as full days under this agreement.

### **Section 3. Statement of Alpharetta's Obligations.**

Subject to the terms and conditions stated herein, Alpharetta agrees to:

- a. maintain general sanitation and cleanliness of the Alpharetta Jail Facility and provide housing, safekeeping, and normal inmate maintenance services to all inmates detained at the Alpharetta Jail Facility consistent with all applicable laws, standards, policies and procedures applicable to such services and duties and the operations of the Alpharetta Jail Facility;
- b. provide medical care for all prisoners housed in the Alpharetta Jail Facility, as further set forth herein;
- c. continue booking and identification of arrestees admitted in the Alpharetta Jail Facility;
- d. book, house, and provide normal inmate maintenance services;
- e. provide adequately trained staff to operate the Alpharetta Jail Facility;
- f. maintain and store the personal property of all arrestees/inmates (limited to small personal items; larger personal property items must be retained and maintained by Milton);
- g. facilitate and manage cash bond posting at the Alpharetta Jail Facility for processing related to Milton Inmates; and
- h. as further set forth herein, arrange or provide transportation to and from local healthcare facilities (i.e., off-site medical facilities) in emergency situations, as determined by Alpharetta, ensure inmates get to a hospital via ambulance; however, Milton agrees to provide security for Milton Inmates while hospitalized.

### **Section 4. Term.**

This Agreement shall be for a term of three (3) years, unless earlier terminated as further provided for herein. This Agreement is effective beginning on July 1, 2026, and shall continue in effect through June 30, 2029 (the "Term"). This Agreement may be amended, including the Term, upon the written approval of the Parties.

### **Section 5. Termination.**

Either Party may terminate this Agreement upon ninety (90) days' prior written notice to the other. Any such notice shall set forth the specific plans for accommodation and/or transfer of the affected jail population.

### **Section 6. Supervision; Receiving, Detention and Discharge.**

Except as otherwise expressly provided for herein, all persons accepted and booked into the Alpharetta Jail Facility or otherwise detained in the Alpharetta Jail Facility shall be under the supervision, control and physical custody of Alpharetta, and Alpharetta agrees to provide housing, safekeeping, and normal inmate maintenance services to all inmates detained at the Alpharetta Jail Facility consistent with all applicable laws, standards, policies and procedures

applicable to such services or duties and the jail facility. The “housing” of inmates shall be defined by Alpharetta to include, but not be limited to, the provision of an appropriate physical space within the jail facility and those necessary related facilities and services such as public utilities, heat, air conditioning, recreational facilities, etc., needed to appropriately support the housing of prisoners. As used herein, “normal inmate maintenance services” means the ordinary and relatively routine human needs common to all prisoners as defined by Alpharetta and as required under applicable law, including, but not limited to, the provision of food, clothing and medical care. Alpharetta shall provide adequately trained detention officers twenty-four (24) hours a day to supervise all inmates at the Alpharetta Jail Facility.

Alpharetta agrees that Milton Inmates may include arrestees detained due to outstanding warrants with the understanding that the issuing jurisdiction will have a responsibility to coordinate with the Alpharetta Jail Facility to timely pick up said detainee and that if said detainee is not picked up within the agreed time, then Alpharetta will have no further responsibility to hold such detainee and they will be subject to immediate release. Additionally, Alpharetta agrees that Milton Inmates may include those who may be arrested for crimes other than offenses over which the Municipal Court has jurisdiction (e.g., state charges), subject to Alpharetta’s discretion in consideration of available capacity at the Alpharetta Jail Facility and/or available capacity on any transportation Alpharetta may provide to other jail facilities related to such arrestees.

Alpharetta agrees to accept, process, and book Milton Inmates through Alpharetta’s normal booking procedures, including fingerprinting, photographing, and creating a booking record through Alpharetta’s Records Management System (RMS). If capacity at the Alpharetta Jail Facility becomes an issue, Alpharetta shall notify Milton as soon as practicable and Milton will be required to transport its arrestees to another jail facility for processing.

Alpharetta agrees to release Milton Inmates upon lawful request by law enforcement officers of Milton to law enforcement officers of Milton or upon the posting of appropriate bail or upon the order of a court of competent jurisdiction. Prior to the release of a Milton Inmate from custody, Alpharetta shall request/initiate a GCIC/NCIC warrant check by Milton police agency, and the GCIC/NCIC warrant check must be completed by Milton police agency before any such release.

Alpharetta further agrees to allow Milton to use sufficient space within Alpharetta Jail Facility for bond and first appearance hearings, inmate interviews and other similar purposes. Such space may be virtual, where appropriate. The Parties agree to cooperate with each other regarding the scheduling of the use of these spaces. Milton shall be responsible for the transportation of Milton Inmates to Municipal Court and will ensure that first appearance hearings are provided to Milton Inmates in accordance with state and federal law.

In executing this Agreement, Alpharetta does not assume any liability or responsibility for, or in any way release Milton from any liability arising out of or related to the legality of the arrest of Milton Inmates or the legality or enforceability of any Milton ordinance. Under no circumstances shall any employee, official or agent of Alpharetta be deemed to be an employee of Milton for any purposes and nothing contained within this Agreement shall be deemed to create any such employee-employer relationship.

Notwithstanding this provision or any other provision within this Agreement, Alpharetta may,

in its sole discretion, refuse to accept any Milton Inmate at the Alpharetta Jail Facility. Alpharetta agrees to exercise this discretion in a reasonable manner. Upon such occurrence, Alpharetta shall notify Milton within 24 hours of the refusal and the reason or reasons for the refusal. Additionally, Alpharetta may, in its sole discretion, refuse to retain any Milton Inmate who refuses to adhere to the requirements of the Alpharetta Detention Center Inmate Handbook, as may be amended from time to time, or any other rules and/or regulations applicable to inmates at the Alpharetta Jail Facility. In such cases, Milton will be required to retake custody of such Milton Inmate and make arrangements for such individual to be transported to and detained at another jail facility.

## **Section 7. Medical Care and Expenses of Milton Inmates.**

Alpharetta will provide routine on-site medical care and treatment, including medical supplies, to Milton Inmates in the same manner that such services are provided to other inmates at the Alpharetta Jail Facility without any additional cost to Milton. Such medical care services are presently provided only via tele-medicine/tele-health. When in the determination of Alpharetta, off-site medical care or treatment, including emergency medical care or treatment, is required for a Milton Inmate, Alpharetta will notify Milton of same as soon as reasonably possible, so that Milton may arrange for the provision of such medical care or treatment and provide transportation to and from local healthcare facilities (i.e., off-site medical facilities); provided, however, when immediate emergency transport of a Milton Inmate to local healthcare facilities is required for emergency medical care/treatment, as determined at the sole discretion of Alpharetta, Alpharetta will provide emergency medical transport to local healthcare facilities. Security for Milton Inmates while at local healthcare facilities will be the responsibility of Milton; provided, however, when emergency transport has been provided at the discretion of Alpharetta, security will be provided by Alpharetta's detention officers until Milton is able to provide law enforcement officers to relieve such detention officers. Alpharetta shall notify Milton as soon as possible of all emergency medical cases requiring Alpharetta's emergency medical transport and removal of a Milton Inmate from the Alpharetta Jail Facility, and Milton agrees to provide security for any such inmates within one (1) hour after being contacted and provided the necessary information, or as soon thereafter as reasonably practicable.

As between the parties to this Agreement, to the extent that any off-site medical care or treatment is provided to a Milton Inmate, Milton agrees to be responsible for the costs of such off-site medical care or treatment; provided, however, Milton does not assume any liability or responsibility for, or in any way release Alpharetta from any cost or liability arising out of or related to any negligent or willful act or omission of Alpharetta, or any of their respective officers, deputies, employees, or agents. Nothing set forth in this Agreement shall be construed so as to limit or remove responsibility for payment of such off-site medical care or treatment by a Milton Inmate or a provider of insurance that is otherwise responsible for payment of part or all of such services or to limit Milton's right to reimbursements for the costs incurred for such medical care or treatment from a Milton Inmate or a provider of insurance when insurance coverage is available for payment for such services. Alpharetta agrees to cooperate with Milton in Milton's seeking reimbursement for the costs of medical care or treatment incurred by Milton for a Milton Inmate.

In the event a Milton Inmate is injured while in Alpharetta's custody, the Parties hereto agree to cooperate with each other regarding any investigation(s) related to such injury, to share pertinent information (without waiving any applicable privileges), and to determine allocation

of responsibility related to any costs related to such injury. Contribution to or payment of any costs related to any such injury shall not be interpreted as an acceptance of liability by either Party associated with the same. Additionally, any Party who pays any costs associated with any such injury may receive reimbursement from the other Party, in full or in part, as the Parties may agree.

#### **Section 8. Transition from Milton Inmate Status.**

It is understood and agreed that a person booked and detained at the Alpharetta Jail Facility by reason of being charged with a municipal offense of the City of Milton or other offense over which the Municipal Court has jurisdiction shall be considered a Milton Inmate unless or until such person, whether exclusively on or in combination with other charges, is charged with any County, State<sup>1</sup> or Federal offense or is being held or detained by reason of an investigation of any County, State or Federal offense. It is further understood and agreed that a person detained or confined at the Alpharetta Jail Facility by reason of being convicted of a municipal offense of the City of Milton or other offense over which the Municipal Court has jurisdiction shall be considered a Milton Inmate unless or until such person is: (i) booked, held, or detained by reason of being convicted of any County, State or Federal offense; (ii) convicted of any County, State or Federal offense which provides for a sentence confining such person for any period of time that runs concurrently with the sentence of the Municipal Court; (iii) held, detained or confined beyond the period of confinement to which sentenced by the Municipal Court; or (iv) being held, detained or confined at the Alpharetta Jail Facility following the issuance of an order of a court of competent jurisdiction or contrary to any law providing for such person's release or transfer to another detention facility. Furthermore, it is understood and agreed that any person booked, held, detained or confined at the Alpharetta Jail Facility by reason of being charged with or convicted of a municipal offense of the City of Milton or other offense over which the Municipal Court has jurisdiction shall cease to be considered a Milton Inmate upon his or her release or transfer from the Alpharetta Jail Facility.

#### **Section 9. Coordination and Administration.**

The parties agree to work together to coordinate the use of the Alpharetta Jail Facility and the activities contemplated under this Agreement. It is agreed that for the purpose of liaison and administration, the Milton City Manager shall be Milton's primary representative and point of contact and Alpharetta City Administrator shall be Alpharetta's primary representative and point of contact. The Milton City Manager may appoint a designee(s) as Milton's representative(s) to whom all communications from Alpharetta with respect to the day-to-day operations performed under this Agreement may be addressed, and the Alpharetta City Administrator may appoint a designee(s) as Alpharetta's representative(s) to whom all communications from Milton with respect to the day-to-day operations performed under this Agreement may be addressed. Each party shall provide the other party with the names and contact information of such designees.

#### **Section 10. Insurance.**

Each party to this Agreement shall procure and maintain such insurance as is required by

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<sup>1</sup> Other than State offenses for which the Municipal Court maintains jurisdiction (i.e., a State offense over which the Municipal Court has jurisdiction which is not bound over to the State Court of Fulton County).

applicable federal and state law and as may be appropriate and reasonable to cover its personnel, equipment, vehicles, property, and obligations hereunder, including but not limited to liability insurance, workers' compensation insurance, automobile liability insurance and property insurance. Any party hereto shall retain the right to self-fund for any and all of the aforementioned insurance coverages.

#### **Section 11. Records; Audit; Billing.**

Alpharetta agrees, upon request, to furnish Milton all records pertaining to the housing and maintenance of Milton Inmates. Milton shall have the right to audit all financial data pertaining to any fees or expenses for which Milton is responsible under this Agreement, which right shall survive the term of this Agreement. Alpharetta shall maintain a record of each Milton Inmate, which shall include the duration of confinement. Alpharetta shall submit invoices to Milton within 21 days following the end of each calendar month for the holding fees incurred during such previous calendar month related to Milton Inmates. The failure to timely submit an invoice shall not forgive payment by Milton. Milton agrees to pay said invoices to the Alpharetta within thirty (30) calendar days of receipt of an invoice.

#### **Section 12. Notices.**

All official notices or other communications required to be given in writing under this Agreement shall be deemed to have been duly given when delivered personally in hand, or when mailed by certified or registered mail, return receipt requested with proper postage prepaid, addressed to the appropriate party at the following address or such other address as may be given in writing to the parties:

For City of Alpharetta:

City Administrator  
2 Park Plaza  
Alpharetta, Georgia 30009

For City of Milton:

City Manager  
2006 Heritage Walk  
Milton, Georgia 30004

#### **Section 13. Entire Agreement; Modification.**

The terms of this Agreement represent the entire agreement between the parties and supersedes all prior written or oral statements and any preexisting agreements relating to the use of the Alpharetta Jail Facility by Milton. No modification of this Agreement shall be binding upon the parties unless evidenced by a subsequent written Agreement approved and signed by the appropriate authorities or representatives of each party to this Agreement.

#### **Section 14. Severability.**

The provisions of this Agreement shall be deemed independent and severable. In the event any one or more of the provisions contained herein shall, for any reason, be held invalid, illegal or

unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of the Agreement.

**Section 15. Time of Performance.**

Time is of the essence in the performance of this Agreement.

**Section 16. Governing Law.**

This Agreement shall be governed in all respects as to the validity, construction, capacity performance, or otherwise by the laws of the State of Georgia.

**Section 17. No Waiver of Immunity.**

Nothing contained in this Agreement shall be constructed to be a waiver of either party's sovereign immunity, any individual's qualified immunity, or any other immunity or exemption from liability provided for by law.

**Section 18. No Third-Party Beneficiaries.**

This Agreement shall not be constructed as, or deemed to be, an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action hereunder for any cause whatsoever.

**Section 19. Survival.**

Any and all provisions of this Agreement creating obligations extending beyond the term of this Agreement shall survive the expiration or termination of this Agreement, regardless of the reason for such termination.

**{SIGNATURES ON NEXT PAGE}**

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

**CITY OF ALPHARETTA, GEORGIA**

**CITY OF MILTON, GEORGIA**

By: \_\_\_\_\_  
Jim Gilvin, Mayor

By: \_\_\_\_\_  
Peyton Jamison, Mayor

APPROVED AS TO CONTENT:

ATTEST:

By: \_\_\_\_\_  
Chris Lagerbloom, City Administrator

By: \_\_\_\_\_  
Tammy Lowit, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Molly Esswein, City Attorney

By: \_\_\_\_\_  
Ken Jarrard, City Attorney