

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF SANDY SPRINGS, GEORGIA AND THE CITY OF SMYRNA, GEORGIA FOR THE HOUSING OF PRISON INMATES

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is entered into this _____ day of July, 2018, by and between the City of Sandy Springs, Georgia (“Sandy Springs”) and the City of Smyrna, Georgia (“Smyrna”).

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

WHEREAS, Sandy Springs desires to house certain of its prison inmates in the Smyrna detention facility; and

WHEREAS, Smyrna is willing to house Sandy Springs prison 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, Smyrna and Sandy Springs are authorized to enter into this 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 Smyrna and Sandy Springs for the detention of persons charged with, or convicted of, violations of federal, state, or local laws, or held as material witnesses over which Sandy Springs has jurisdiction (“Sandy Springs Inmates”), at the Smyrna detention facility (“Detention Facility”).

Smyrna agrees to accept and provide for the secure custody, care and safekeeping of Sandy Springs Inmates in accordance with state and local laws, standards, policies, procedures or court orders applicable to the operations of the Detention Facility.

Smyrna further agrees to make available to Sandy Springs spaces inside the Detention Facility currently utilized by Smyrna for inmate interviews for use by Sandy Springs. 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 **August 1, 2018** through **June 30, 2019** (“Initial Term”) or until terminated as hereinafter provided. This Agreement shall thereafter automatically renew for up to four (4) successive one (1) year terms commencing on **July 1** and terminating on **June 30**, 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 prisoners, Smyrna may suspend or restrict the use of the Detention Facility by giving written notice to Sandy Springs. Such notice shall be provided to the Chief of Police of Sandy Springs by the Chief of Police of Smyrna 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 prisoner housing requirements reach the maximum capacity of the Detention Facility, the Smyrna Police Chief will be authorized under this Agreement to refuse to accept additional Sandy Springs Inmates without written notice until the aggregate number of prisoners falls below the maximum capacity; provided, however, that the Smyrna Police Chief shall provide written notice to the Sandy Springs Police Chief to ensure at any point when the jail reaches 90% capacity to ensure that Sandy Springs maintains the ability to plan for alternative sources of jail capacity, if necessary.

3. Receiving, Detention and Discharge. In the event that Sandy Springs requests initial intake of arrestees, Smyrna agrees to accept and process said arrestees through its normal booking procedures, including fingerprinting, photographing, and entering arrest data through the Georgia Crime Information Center (GCIC) as required by law. Furthermore, Smyrna agrees to accept and process Sandy Springs prisoners, those persons committed by Sandy Springs, and Sandy Springs arrestees accused of a violation of federal, state or local laws alleged to have been committed within the city limits of Sandy Springs.

Regarding persons suspected of driving under the influence of intoxicating beverages within the boundaries of Sandy Springs, Smyrna agrees to allow officers in the Sandy Springs Police Department to use Smyrna's Intoxylizer 9000 devices (or such replacement devices as may be provided by Smyrna) to test the blood alcohol content of those persons; provided, however, that any officer using those devices must first maintain on file with the Smyrna 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.

Adequately trained detention staff will be provided by Smyrna twenty-four (24) hours a day to supervise prisoners. Smyrna will provide at least two (2) meals per day for prisoners. Sandy Springs Inmates will be housed with Smyrna prisoners and will be expected to follow all rules and regulations established by the Detention Facility for prisoners. Sandy Springs agrees to allow its prisoners to serve as inmate workers, both within the Detention Facility and on outside or off-site work details. The parties understand and agree, however, that Sandy Springs may desire to utilize inmate labor within Sandy Springs. The parties agree that they will cooperate with each other to allow Sandy Springs Inmates to be transported from and to the Detention Facility by authorized Sandy Springs' personnel for the purpose of inmate labor in Sandy Springs. Sandy Springs will be fully responsible for the care and custody of any Sandy Springs Inmate it removes from the Detention Facility for these purposes.

Smyrna agrees to release Sandy Springs Inmates only to law enforcement officers of Sandy Springs, or upon representation of appropriate bail, or upon the order of a court of competent jurisdiction. As may be requested, bonding procedures will be conducted by the Smyrna Police Department.

4. Medical Services. Smyrna shall provide Sandy Springs Inmates transportation to and from medical facilities. Security while at medical facilities for Sandy Springs Inmates requiring removal from the Detention Facility for emergency medical care shall be provided by Sandy Springs law enforcement officers when called upon by Smyrna detention/police service. All costs associated with hospital or health care services provided to Sandy Springs Inmates will be paid directly by Sandy Springs at the billed rate of the services.

Smyrna agrees to notify Sandy Springs as soon as possible of all emergency medical cases requiring removal of a Sandy Springs Inmate from the Detention Facility.

5. Court Appearances. Smyrna agrees to transport Sandy Springs Inmates to court hearings no more than three (3) times per week. Sandy Springs agrees to provide for security of Sandy Springs Inmates while attending court proceedings and transport back to the Detention Facility after court. In the event of a Sandy Springs arrestee being booked into the Detention Facility, Sandy Springs will ensure that First Appearance Hearings are provided for arrestees in accordance with state and federal law.

6. Per Diem Rate. Sandy Springs shall reimburse Smyrna at the rate of fifty dollars and no cents (\$50.00) per “prisoner day” for every Sandy Springs Inmate held by the Detention Facility. A “prisoner day” shall be a twenty-four (24) hour period. This per diem rate shall include the transportation to court for Sandy Springs Inmates through procedures acceptable and agreed upon by both jurisdictions.

Smyrna shall prepare and submit an invoice each month to Sandy Springs to include the name of the Sandy Springs Inmate, their dates of confinement, the total days to be reimbursed and the amount of the reimbursement due.

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

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 Rate shall be provided by the Smyrna Chief of Police to the Sandy Springs Chief of Police sixty (60) days before the date 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 shall be written and approved by the governing bodies of the parties.

Disputes, questions or concerns pertaining to this Agreement shall be resolved by the Smyrna Chief of Police and the Sandy Springs Chief of Police and, failing that, by the Sandy Springs City Manager and the Smyrna City Manager.

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 Sandy Springs 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 Sandy Springs' or Smyrna's sovereign immunity or 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 Sandy Springs and Smyrna. Under no circumstances shall any Smyrna official or employee be deemed to be an employee of Sandy Springs for any purpose. Under no circumstances shall any Sandy Springs official or employee be deemed an employee of Smyrna for any purpose.

10. Miscellaneous. This Agreement constitutes the entire Agreement between the parties, and supersedes any prior discussions. 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 SMYRNA, GEORGIA

CITY OF SANDY SPRINGS, GEORGIA

By: _____
Name, Title

By: _____
Russell K. Paul, Mayor

Attest: _____

Attest: _____
Michael Casey, City Clerk

(SEAL)

(SEAL)

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney

City Attorney