

Request for Board of Commissioners' Action

From: Faye Hughes, County Administrator **Date:** September 27, 2018

Subject: Intergovernmental Agreement – City of Cecil **Item Number:** VIII-C

The City of Cecil has requested that the Commission approve the attached Intergovernmental Agreement. the Agreement follows the authority of OCGA 15-21-90 allowing the assessment of a daily fee for prisoner housing and the imposition of additional penalties on fines and fees (10% Jail Surcharge).

As requested by Sheriff Hanks, County Attorney, Daniel Connell, has approved the agreement.

The Chair will need a motion to enter into the City of Cecil's Intergovernmental Agreement.

Motion made by _____

Second made by _____

Any discussion: _____

Votes _____ yes _____ no

Motion carried/ failed

STATE OF GEORGIA

COUNTY OF COOK

AGREEMENT

This **INTERGOVERNMENTAL AGREEMENT**, made and entered into this the 23 day of _____, 2018, by and between **Cook County** through its governing body, the **Cook County Board of Commissioners**, a political subdivision of the State of Georgia (hereinafter referred to as "County") and **The City of Cecil**, through its governing body, the **Cecil City Council**, a municipal corporation of the State of Georgia (hereinafter referred to as "City");

W I T N E S S E T H :

WHEREAS, O.C.G.A. § 15-21-90 authorizes counties and cities to enter into intergovernmental agreements for counties to house prisoners for cities and for the imposition of additional penalties on fines and fees by cities to be utilized by counties for construction, operations and staffing of county jails; and

WHEREAS, the County and City desire to work together for the County to incarcerate City prisoners in the Cook County Jail located at 1000 County Farm Road, Adel, GA 31620;

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **THE COUNTY AGREES:**

(a) To accept and assume care, custody and control of persons arrested by the City of Cecil Police Department and persons sentenced to terms of incarceration by the Municipal Court of Cecil, for violations arising out of state laws and/or local ordinances. Notwithstanding anything herein

to the contrary, any prisoner against whom a warrant has been taken and is to be tried in a court other than Municipal Court, shall not be deemed a Municipal prisoner for purpose of this Agreement.

(b) To accept municipal prisoners from the City unless a Court order prohibits the County from accepting additional prisoners or the County Jail is at its legally allowable capacity.

(c) That the County agrees to allow for the collection of additional penalties on fines and forfeitures, so as to provide funds for the construction, operations and staffing of the County Jail, and these fines and forfeitures shall be imposed in the Municipal Court of the City as long as this contract or any extension thereof is in effect.

(d) To hold harmless and indemnify the City, its officer, agents and employees from and against damages, losses, costs and expenses including reasonable attorney fees for claims for injuries or damages arising out of any occurrence while a prisoner is in the care, custody and control of Cook County.

(e) To provide medical care for the prisoners within the Cook County Jail; however, the City shall be responsible for any medical costs incurred by the County for drugs, medical costs incurred by the County for medications, medical and/or dental care outside the confines of the Jail for municipal prisoners of the City.

(f) To keep an accounting of all revenues received from the City to insure that all revenues and funds are used in compliance with O.C.G.A. § 15-21-94, and as otherwise allowed by law.

2. THE CITY AGREES:

(a) To impose and collect 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 municipality when such cases are tried in the Municipal Court of the City of Cecil.

(b) To impose and collect an additional sum equal to 10% of the original amount of any bail or bond posted, in any case involving a violation of the criminal or traffic laws of this state or violation of any ordinance of the City of Cecil.

(c) To remit the sums collected pursuant to this agreement to the County by the tenth day of the month following the month in which such sums are collected.

(d) To bear the costs of transporting City prisoners to and from the Cook County Jail.

(e) Unless otherwise agreed upon in writing by the parties, in no event shall the amount of money remitted to the County be less than \$35.00 per day for each municipal prisoner housed in the County Jail (calculated as: total fines collected for 12 months / total prisoner days during 12 months). The City shall not be liable for any per day charge on a person detained for six (6) hours or less. The per day charge shall cover detention of a person for each twenty-four (24) hour period beyond the initial six hours.

(f) The City shall advise the County of the time to be served by each prisoner and any reduction in sentence for the prisoner.

3. TERMINATION:

(a) The City and County may terminate the contract for any reason upon giving 30 days written notice of termination to the other party to the contract.

4. TIME:

(a) Time is of the essence in the performance of this contract.

5. PERIOD:

(a) This contract shall commence upon execution of both parties, and shall automatically renew annually unless otherwise terminated in accordance with Paragraph 3(a) above.

6. This Agreement contains all the terms and conditions and represents the entire agreement between the parties and supersedes any pre-existing contracts relating to the use of the County Jail by municipal prisoners. Any alterations of this contract shall be invalid unless it is made by an amendment in writing duly executed by both parties

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



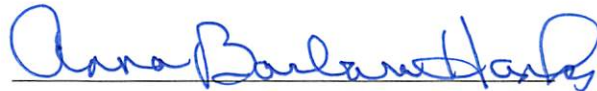
My Commission Expires
October 3, 2021

Cook County Sheriff

By:


Douglas G. Hanks, Cook County Sheriff

Attest:



Cook County Board of Commissioners

By:

Debra Robinson, Chairman

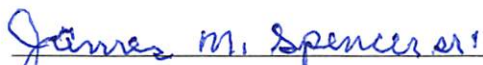
Attest:

Vicki S. Parrish, Clerk

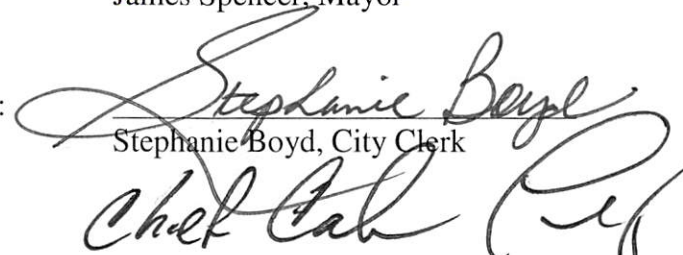


City of Cecil

By:


James Spencer, Mayor

Attest:


Stephanie Boyd, City Clerk

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My Commission Expires
October 3, 2021

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