

**INTERGOVERNMENTAL CONTRACT BETWEEN RABUN COUNTY AND THE
CITY OF SKY VALLEY PROVIDING FOR USE OF RABUN
COUNTY DETENTION CENTER BY MUNICIPAL PRISONERS**

For and in consideration of the mutual promises contained herein and further, in consideration of the fees and provision of services called for herein, and pursuant to O.C.G.A. Section 15-21-90, et. seq. the City of Sky Valley (hereinafter called "City") and the County of Rabun, (hereinafter called "County") agree as follows:

A. THE COUNTY AGREES:

1. To accept and to assume the care, custody and control of persons arrested by the peace officers of the City of Sky Valley and persons sentenced to jail terms by the Recorders Court of the City of Sky Valley, for offenses arising out of violations of either state law, city ordinance or both.

2. To accept municipal, county and state prisoners on a first come - first served basis; and in the event a court order specifically forbids the County from accepting additional prisoners in the county jail on a first come - first served basis or if the county jail is otherwise filled to capacity, the contract may be terminated as provided in paragraph C below.

3. To hold harmless and indemnify the City, its officers, agents and employees from and against all damages, losses, costs and expenses including reasonable attorney's fees for claims for injuries or damages arising out of any occurrence while a prisoner is in the care, custody and control of Rabun County. This indemnification provision shall be effective only after prisoners have been completely turned over by the City officers to the custody of the County.

4. To segregate from other county funds the revenues received from the City pursuant to this contract and to place such funds in a county jail fund as required by O.C.G.A.

Section 15-21-94 and to expend such funds for the sole purpose of constructing, operating and staffing of the Rabun County Detention Center.

5. To assume liability for and to pay for the cost of medical treatment that may become necessary as a result of any injury which occurs to a prisoner while in the custody and control of the County. The County shall be responsible only for such in-custody injuries that arise or take place after such prisoners are in the custody and control of County officers.

Medical treatment which is not the result of an in-custody injury the arising out of any action or omission by the County after the prisoner has been booked by the County will remain the responsibility of the City.

B. THE CITY AGREES:

1. 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 City when such cases are tried in or disposed of in the Recorder's Court of the City.

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

3. To remit the sums collected pursuant to paragraphs 1 and 2 above to the governing authority of Rabun County on the tenth day of the month following the month in which such sums are collected.

4. To bear the cost of transporting City prisoners and detainees to the Rabun County Detention Center, located at 175 Boen Creek Road, Tiger, Georgia 30576.

5. Unless otherwise agreed upon in writing by the parties, in no event shall the amount of money to be remitted to the County on a monthly basis be less than \$44 per day for

each municipal prisoner housed in the county jail. The contributions by the City as authorized in Paragraph B1 and B2 shall be credited to determine any per diem amount due under this subparagraph. It is understood that the credits toward the per diem shall be computed on an annualized basis with quarterly reconciliation being computed to assert in the determination of any per diem payments due hereunder.

6. To assume liability for and to pay the cost of any and all medical treatment that may become necessary for prisoners being held on charges pending in the Recorder's Court of the City or being held on sentences from the Recorder's Court of the City while such persons are in the care, custody and control of the County; provided medical treatment and expenses which become necessary due to injuries or accidents which occur after such prisoners are turned over to the sole and absolute custody and control of the County will be the responsibility of the County.

C. TERMINATION

The City may terminate this contract upon failure of the County to accept municipal prisoners in accordance with the terms of this contract, including, but not limited to, a refusal by the County to accept municipal prisoners as required by this contract pursuant to the order of a court of competent jurisdiction. The County may terminate this contract and refuse to accept municipal prisoners if the City fails to remit money due in a timely manner. Either party may terminate this contract if the other party fails to fulfill in a timely and proper manner the obligations under this contract. Termination pursuant to this paragraph shall be accomplished by a thirty (30) day advance written notice of the termination provided to the other party to the contract. Such written notice shall be mailed, return receipt requested, to the chairman of the Board of County Commissioners in the case of the County and to the Mayor, in the care of the City.

D. CUSTODY

For the purposes of this agreement a prisoner is considered to be in the care, custody and control of the County or completely turned over to the County at such time as the prisoner is booked by the Rabun County Sheriff's Department.

E. TIME

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

F. CONTRACT PERIOD

Unless otherwise terminated in accordance with Paragraph C above, the parties hereto agree that the initial term of this agreement shall be for a period of 12 months commencing on the 1st day of January, 2017 and ending on the 31st day of December, 2017, with said agreement automatically renewing itself for a 12-month term at the end of the initial term. and for a 12 month term at the end of each term thereafter unless any party shall give notice to the other parties no less than thirty (30) days prior the end of any term of this agreement whether it be the original term of any subsequent renewal term thereafter.

G. TERMS AND CONDITIONS

This contract contains all the terms and conditions and represents the entire agreement between the parties and supersedes any preexisting contracts relating to the use of the Rabun County Detention Center by municipal prisoners. Any alterations of this contract shall be invalid unless made by an amendment in writing and duly executed by both parties. There are no understandings, representations, or agreements, written or oral, other than those contained herein.

APPROVED by the Mayor and Council of the City of Sky Valley on the 26th day of September, 2017.



Mayor, City of Sky Valley

ATTEST:



City Clerk

APPROVED by the Sheriff of Rabun County on the _____ day of _____, 2017.

Chad K. Nichols, Sheriff
Rabun County

APPROVED by the Board of Commissioners of Rabun County on the _____ day of _____, 2017, and entered on the minutes of the meeting of the Board of Commissioners of said date.

Chairman, Rabun County
Board of Commissioners

ATTEST:

County Clerk