

STATE OF GEORGIA  
COUNTY FULTON

**A RESOLUTION OF THE CITY OF SANDY SPRINGS, GEORGIA, TO  
APPROVE AND AUTHORIZE THE MAYOR TO ENTER INTO AN INMATE  
HOUSING AGREEMENT WITH THE CITY OF PELHAM, GEORGIA.**

**WHEREAS**, the City of Sandy Springs (“Sandy Springs”) has a municipal court system and convictions for violations of laws occurring within the Sandy Springs municipal court system can result in incarceration; and

**WHEREAS**, Sandy Springs has contracted with other jurisdictions for the housing of inmates who have been placed in custody by the Sandy Springs Police Department; and

**WHEREAS**, Sandy Springs is in need of additional facilities for incarceration of its inmates; and

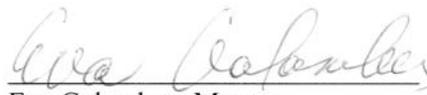
**WHEREAS**, the City of Pelham, Georgia (“Pelham”), is willing to provide incarceration facilities and services to inmates from Sandy Springs pursuant to the terms and conditions set forth in that certain Inmate Housing Agreement (the “Agreement”), a copy of which is attached hereto as Exhibit “A”;

**NOW THEREFORE, BE IT RESOLVED**, that the City Council of Sandy Springs, as its governing authority, by adoption of this resolution, does hereby authorize the following:

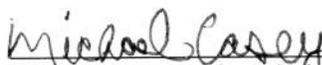
1. The Agreement is hereby approved in substantially the form attached hereto as Exhibit “A”; and
2. The Mayor is hereby authorized to enter into the Agreement with Pelham and to take such action as shall be deemed necessary to accomplish the purpose of this resolution.

**APPROVED AND ADOPTED** this 6<sup>th</sup> day of October, 2009.

Approved:

  
Eva Galambos, Mayor

Attest:

  
Michael Casey, City Clerk  
(Seal)



STATE OF GEORGIA

COUNTY OF MITCHELL

## **INMATE HOUSING AGREEMENT**

THIS AGREEMENT (“Agreement”) is made and entered into this \_\_\_\_day of \_\_\_\_\_, 2009 between the City of Pelham, Georgia, a municipal corporation, and the City of Sandy Springs, Georgia, a municipal corporation.

### WITNESSETH:

WHEREAS, the City of Pelham and the City of Sandy Springs desire to enter into an agreement for the provision of jail (inmate detention) services for the purpose of housing and maintaining certain inmates, and,

WHEREAS, the City of Sandy Springs requires certain jail facilities and services which are available for inmate detention use in the City of Pelham; and

WHEREAS, the City of Pelham is willing to make certain jail facilities available to the City of Sandy Springs based on a cost reimbursement formula that reasonably approximates the actual cost of the City of Pelham to own and operate said jail facilities (“Detention Center”); and

WHEREAS, the City of Pelham maintains, and will continue to maintain in effect throughout the term of this Agreement, liability insurance coverage with Georgia Interlocal Risk Management Agency (GIRMA), and will provide evidence of such coverage to the City of Sandy Springs upon request;

NOW, THEREFORE, in consideration of the mutual benefits flowing from one party to the other hereunder, it is hereby agreed as follows:

1. TERM OF AGREEMENT:

The initial term of this Agreement shall be from the date of execution through December 31, 2009. Following the initial term, this Agreement shall commence on January 1, 2010 for a period of one (1) year, unless earlier terminated in accordance with this Agreement, and shall be extended automatically thereafter for as long as the parties hereto are satisfied without notification by or to either party, so long as such extension shall not exceed fifty (50) years. There is no minimum number of inmates that the City of Sandy Springs will be required to house in the Detention Center.

2. HOUSING:

The City of Pelham will make its Detention Center available to the City of Sandy Springs for the secure care and housing of its inmates to the extent space and resources are available, in the discretion of the City of Pelham Chief of Police or Jail Administrator; provided, however, the Detention Center shall attempt to maintain no less than twenty-five (25) inmate spaces for the housing of inmates from the City of Sandy Springs. The parties shall cooperate regarding the number of spaces available to the City of Sandy Springs and shall provide reasonable notice to the other regarding any significant deviation on the number of inmate spaces generally available. The housing of inmates shall include the secure custody, care and safekeeping of inmates from the City of Sandy Springs including, but not limited to, the provision of appropriate physical space within the Detention Center and those necessary related facilities and services such as public utilities, heat, air conditioning, recreational facilities, etc., needed to appropriately support the housing of inmates in accordance with state and local laws, rules, regulations, standards, policies, procedures or court orders applicable to the operations of the Detention Center.

3. NORMAL MAINTENANCE SERVICES:

The City of Pelham will provide normal maintenance services for all inmates from the City of Sandy Springs housed in the Detention Center. Normal inmate maintenance services shall be defined as those ordinary and relatively routine human needs common to all inmates in accordance with state and local laws, rules, regulations, standards, policies, procedures or court orders applicable to the operations of the Detention Center. Generally, such normal maintenance shall include, but not be limited to, all administrative type services, inmate meals, inmate recreation, inmate library/educational services, inmate transportation, and other related miscellaneous and incidental inmate services provided by the Detention Center to inmates.

4. MEDICAL AND OTHER SERVICES:

The Detention Center has a staff nurse and staff doctor (“Medical Staff”) to provide incidental and routine inmate medical care. The Medical Staff will provide incidental and routine medical services to inmates from the City of Sandy Springs at no charge to the City of Sandy Springs; however, inmates may be charged for medical services in accordance with applicable laws. If an inmate from the City of Sandy Springs requires the services of a medical specialist or if the inmate requires prescription medication, the City of Sandy Springs shall be responsible for such costs. Any medical services that are not incidental or routine shall require prior notice to and approval by the City of Sandy Springs. Such non-incidental/non-routine treatment shall include, but not be limited to, any care requiring transportation outside of the Detention Center or treatment by an outside health care provider or requiring any prescription medication. The Detention Center does not have a staff dentist. Any dental services required by an inmate from the City of Sandy Springs shall require prior notice to and approval by the City of Sandy Springs. Whenever non-incidental/non-routine medical treatment or any dental work is required by an inmate from the City of Sandy Springs, the City of Sandy Springs may return the inmate to its own custody for appropriate evaluation and/or treatment, as the case may be.

5. DELIVERY OF INMATES:

Inmates from the City of Sandy Springs shall be transported by the City of Pelham from the City of Sandy Springs Police Department or from any other facility which houses inmates in the City of Sandy Springs and delivered to the Detention Center. Any officer from the City of Sandy Springs who is releasing an inmate from the City of Sandy Springs to the Detention Center shall notify the applicable City of Pelham officer of any unusual or extraordinary health or medical problems associated with the inmate at the time of transfer. The City of Pelham Police Chief and Jail Administrator shall have the right to refuse delivery of any inmate from the City of Sandy Springs who, in their judgment, will endanger the health and/or safety of other inmates or jail staff, for such reasons as unusual or contagious medical problems, excessive disruptive behavior, etc.

6. TRANSPORTATION:

The City of Pelham agrees to provide all transportation subsequent to the delivery of inmates from the City of Sandy Springs to the Detention Center. Subsequent transportation shall include transportation for the City of Sandy Springs inmates to and from the Detention Center when the attendance of such inmates is required for any judicial or medical proceeding as requested by the City of Sandy Springs. The above transportation shall be at no cost to the City of Sandy Springs other than as set forth in this Agreement.

7. PER DIEM FEE; REIMBURSEMENT OF EXPENSE:

The City of Pelham shall invoice the City of Sandy Springs and the City of Sandy Springs shall pay for the services and expenses described in this Agreement on a monthly basis as outlined herein.

The City of Sandy Springs shall pay **Thirty-Five Dollars (\$35.00)** per day for the cost of providing normal maintenance services to inmates from the City of Sandy Springs, which shall include housing, delivery and all transportation of each of its inmates incarcerated in the Detention Center as set forth in this Agreement. The City of Sandy Springs shall pay the full per diem fee for any inmate of the City of Sandy Springs who is booked into the Detention Center and released in less than twenty-four (24) hours. In addition to the per diem, the City of Sandy Springs shall be responsible for the payment of any and all medical or dental services and medication provided to a City of Sandy Springs inmate held in the Detention Center, as described in this Agreement.

8. PAYMENT; INVOICES:

The per diem fee and reimbursement of expenses due to the City of Pelham for the previous month's inmate housing services for the City of Sandy Springs are due and payable to the "City of Pelham Detention Center" thirty (30) days after receipt of the City of Pelham's invoice. The City of Pelham shall prepare and submit an invoice each month to the City of Sandy Springs to include the names of all inmates from the City of Sandy Springs, their dates of confinement at the Detention Center, the total number of days for which reimbursement is requested and the amount of

reimbursement due. The invoice shall be prepared from data provided by the City of Pelham Police Chief or Jail Administrator.

9. NOTICES:

Official notices, payments and correspondence to the City of Pelham shall be delivered in person or transmitted by regular mail to:

**City of Pelham Detention Center**  
**Attn: \_\_\_\_\_**  
**171 Mathewson Avenue, S.W.**  
**Pelham, Georgia 31779**

Official notices, payments and correspondence to the City of Sandy Springs shall be delivered in person or transmitted by regular mail to the

**City of Sandy Springs, Georgia**  
**Attn: City Manager**  
**7840 Roswell Road, Building 500**  
**Sandy Springs, Georgia 30350**

10. RECORDS; AUDIT:

The City of Pelham agrees upon request to furnish the City of Sandy Springs, or its agents, all records pertaining to housing and maintenance of inmates from the City of Sandy Springs who are held in the Detention Center. The City of Sandy Springs shall have the right to audit all financial data pertaining to the fees and expenses charged the City of Sandy Springs for the housing and maintenance of inmates, which right shall survive the term of this Agreement. The City of Pelham's Police Chief or Jail Administrator shall maintain a record of each inmate from the City of Sandy Spring, which record shall include the duration of confinement of the inmate.

11. MODIFICATION:

This Agreement may be changed or modified at any time during its term of operation. Changes, modifications and deletions shall only be effective if made in writing and signed by the appropriate authorities for each party.

12. TERMINATION:

This Agreement may be terminated by either party for any reason upon thirty (30) days prior written notice to the other party of the intended date of termination. The City of Pelham may terminate this Agreement and refuse to accept inmates from the City of Sandy Springs if the City of Sandy Springs fails to remit all monies due in a timely manner; provided, however, that in the event of a termination of this Agreement as provided herein, the parties shall cooperate to transition the

housing of inmates at the Detention Center from the City of Sandy Springs in a reasonable timeframe.

13. COURT ORDERS:

The City of Pelham's obligation to accept inmates from the City of Sandy Springs shall be suspended for such period of time as the City of Pelham is prohibited, pursuant to the order of a court of competent jurisdiction, from accepting inmates in the Detention Center.

14. TIME OF PERFORMANCE:

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

15. ENTIRE AGREEMENT:

This Agreement contains all the terms and conditions and represents the entire agreement between the parties and supersedes any preexisting agreements relating to the use of the Detention Center by inmates of the City of Sandy Springs. There are no understandings, representations, or agreements, written or oral, other than those contained in this Agreement.

16. RELATIONSHIP OF PARTIES:

Nothing contained in this Agreement shall be deemed to create any relationship other than that of an independent contractor between the City of Pelham and the City of Sandy Springs. Under no circumstances shall any City of Pelham official or employee be deemed to be an employee of the City of Sandy Springs for any purpose. Under no circumstances shall any City of Sandy Springs official or employee be deemed to be an employee of the City of Pelham for any purposes.

17. LIABILITY, INDEMNITY AND HOLD HARMLESS:

In the event that any inmate from the City of Sandy Springs that has been transported, housed or provided medical attention by the City of Pelham or its City Manager in accordance with this Agreement, brings a lawsuit or action against the City of Sandy Springs, its Mayor, City Manager or Chief of Police, or any of their officers, agents, elected officials, or employees, in either state or federal court, setting forth a claim of any kind or nature whatsoever arising out of the alleged acts or omissions of the City of Pelham, its officers, agents, employees, City Manager, jailers or health care providers, then the City of Pelham agrees to defend, indemnify and hold harmless the City of Sandy Springs and/or its Mayor, City Manager and Chief of Police and their respective officers, agents and/or employees from any such claim or cause of action, be it based upon state or federal law, including but not limited to, any claim for inadequate medical care, excessive force, cruel and unusual punishment, conditions of confinement or deliberate indifference.

**IN WITNESS WHEREOF**, the City of Pelham, Georgia and the City of Sandy Springs, Georgia have caused this Agreement to be duly enacted by their proper officers and so attest with their signatures affixed hereto.

**CITY OF PELHAM, GEORGIA**

\_\_\_\_\_  
Steven Turner, Mayor

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Witness:

\_\_\_\_\_  
Notary Public:

Approved as to form:

\_\_\_\_\_  
City Attorney

**CITY OF SANDY SPRINGS, GEORGIA**

\_\_\_\_\_  
Eva Galambos, Mayor

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Witness:

\_\_\_\_\_  
Notary Public:

Approved as to form:

\_\_\_\_\_  
City Attorney