

STATE OF GEORGIA

COUNTY OF JASPER

INTERGOVERNMENTAL CONTRACT

LAW ENFORCEMENT AND COURT SERVICES IN MONTICELLO, GEORGIA

THIS AGREEMENT is made effective at 12 noon on July 9, 2014, by and between the City of Monticello, Georgia (hereinafter referred to as the "City"), a municipal corporation, and Jasper County, Georgia (hereinafter referred to as the "County"), a political subdivision of the State of Georgia, acting through the Board of Commissioners of Jasper County and is approved by Donnie Pope in his capacity as the Sheriff of Jasper County, Georgia (hereinafter referred to as the "Sheriff").

In order to promote and in the interest of efficient law enforcement in the City and County, the parties have entered into this Agreement as provided for by Georgia law, including without limitation as set forth in Article IX, Section IV, Paragraph II and Article IX, Section III, Paragraph I of the 1983 Georgia Constitution and Section 15-10-150 et seq. of the Official Code of Georgia.

Whereas, the City of Monticello has maintained a City of Monticello Police Department which provides comprehensive law enforcement services with the corporate limits of Monticello; and

Whereas, by majority vote of the City Council of Monticello on July 8, 2014, the Council, as the governing body of the city, has voted to terminate the operation of its police department effective July 9, 2014 at 12 noon and to contract with Jasper County and its Sheriff's Department; and

Whereas, upon the dissolution of the Police Department, the Sheriff of Jasper County will become the primary provider of law enforcement and Court services within the corporate limits of Monticello, Georgia; and

Whereas, the parties are desirous of providing for a smooth transition in the assumption of the duties as the primary provider of law enforcement and court services within the corporate limits of Monticello, Georgia from the Monticello City Police Department to the Jasper County Sheriff;

Now, therefore, in consideration of the mutual benefits and promises herein contained, it is agreed as follows:

1. Term. This Agreement shall be binding on the parties hereto for the period commencing at 12 noon on July 9, 2014 and ending at 12 a.m. on July 1, 2018. This Agreement shall be thereafter automatically renewed on an annual basis beginning on the anniversary date of each year and ending on the same date of the succeeding year unless this Agreement is terminated as hereinafter provided. Provided, however, that this agreement shall in no event be extended past June 30, 2054.

2. Court Services. The City intends to continue the operation of the City of Monticello Municipal Court unless and until such Court ceases to function in compliance with law and per any necessary charter changes. All revenues collected by or through that Court, including but not limited to the fines, forfeitures, add-ons and related fees from the City cases, shall be paid to the general fund of Jasper

County not later than monthly, as reimbursement of costs incurred by the County through the Sheriff's Office for the personnel, services and facilities provided for citations, arrests, and general law enforcement and Court duties within the City of Monticello. The parties acknowledge that the Sheriff will have concurrent jurisdiction over all such cases conferred upon him under State Law.

3. Authority. This Contract is approved in order to promote, and in the interest of efficient administration of, law enforcement in the City and County, consistent with Article IX, Section IV, Paragraph II and Article IX, Section III, Paragraph I of the 1983 Georgia Constitution and OCGA Section 15-16-1 (a)(9), which authorizes the Sheriff: "To exercise the same duties, powers, and arrest authority within municipalities which such officer exercises in the unincorporated areas of counties;..." subject to any limitations provided elsewhere in Georgia law

4. Lease of Facility. Contemporaneously herewith, as consideration to the County and the Sheriff for contractual provision of law enforcement services, and as further reimbursement to the county on a cost basis for services provided by the county sheriff, the parties shall enter into a lease agreement for \$1 a year for the City to lease to the County for exclusive use by the Sheriff as a manned substation or precinct, the space presently occupied by the Monticello Police Department (hereinafter, the "Facility"). Under the terms of such lease, the City shall continue to provide at its expense such utilities reasonably required to effectively operate the Facility as a manned Sheriff's Department substation or precinct: electricity, water, garbage collection and sewer services. The City shall also be obligated to maintain the Facility in good repair at its expense, but shall not be obligated to repair damage not caused by the City. The City is deemed and agreed to receive substantial benefits from such consideration to the County and the Sheriff recited herein, namely the aforementioned comprehensive law enforcement services from the Sheriff.

5. Property and Equipment. Due to the disbanding of the City Police Department effective at noon on July 9, 2014, and the surplus property created thereby, the City may, on a date certain subsequently agreed upon by the parties, transfer to County (acting through the Sheriff) all equipment currently owned by the City which is presently used in the operation of its Police Department, including but not limited to radios, radar equipment, computers, firearms, protective gear, police vehicles, bullet resistant vests, helmets, ammunition, spare magazines, handcuffs, batons, cameras, tasers, and office equipment. Neither the Sheriff nor the County will assume any obligations or indebtedness relating to such property. The parties acknowledge that the Sheriff will not take possession of any firearms or related equipment unless and until he has personally inspected such equipment and acknowledged receipt of the same by serial number in writing. Neither the Sheriff nor the County shall assume responsibility for any such items unless it is properly identified and acknowledged as provided in this paragraph. City and County shall be jointly responsible for properly documenting the transfer of any firearms or other restricted equipment or items with the United States Bureau of Alcohol, Tobacco, Firearms and Explosives that fall under its authority. A copy of such documentation shall be furnished to the Sheriff.

6. Coordination. The Mayor of the City or the Mayor's designee shall be the City's liaison with the Sheriff pertaining to the operation of the Sheriff's Office.

7. Payment of Court Receipts. All fees, fines, forfeitures, community service, and any other additional charges which may be legally imposed now or hereafter that are collected through the Municipal Court of Monticello from the date of this agreement shall be paid to the County not later than the tenth day of the month following the month in which such funds are collected by the Court.

8. Transition of Duties. Nothing contained in this agreement is intended to confer jurisdiction upon any court or department except as specifically provided in this paragraph. The parties acknowledge that the Jasper County Sheriff and his duly appointed deputies will have full authority to act in cases and all law enforcement matters originating within the corporate limits of the City. Upon dissolution of the Monticello Police Department (to be effective July 9, 2014, at 12:00 P.M. noon) the Sheriff and his personnel will become the primary law enforcement agency for the area located within the corporate limits of the City of Monticello. Additionally, the City hereby authorizes the Sheriff to provide such security and court services as are reasonably necessary for the safe operation of governmental services within the corporate limits of Monticello, Georgia.

9. Termination. During the initial term and during any renewal term of this Agreement the City shall have the right to terminate this agreement by giving County and Sheriff not less than a sixty day advance notice in writing, which shall be acknowledged in writing by the Sheriff and Chief Executive Officer of the County; PROVIDED, HOWEVER, THAT THE RIGHT OF TERMINATION HEREIN PROVIDED MAY NOT BE EXERCISED BY THE CITY UNLESS AND UNTIL THE CITY SHALL HAVE MADE PROVISION TO RE-ESTABLISH A CITY OF MONTICELLO POLICE DEPARTMENT CAPABLE OF PROVIDING ADEQUATE FULL TIME AND FULL SERVICE LAW ENFORCEMENT COVERAGE WITHIN ITS CORPORATE LIMITS. Upon any termination, neither the Sheriff nor the County shall be required to return any equipment to the City received in accordance with the terms of this Agreement.

10. Evidence Transfer. The Sheriff has been authorized by Order of the Superior Court of Jasper County effective no earlier than July 1, 2014, but agreed upon by the parties hereto to be effectuated on July 9, 2014 at noon, to assume control of the evidence room of the City Police Department, and all contents thereof, after a full inventory conducted jointly by the Police Chief and the Sheriff, and to retain, utilize or dispose of said contents thereof in any manner authorized by law.

11. Entire Understanding. This Agreement constitutes the entire understanding of the parties to this Agreement and supersedes any other agreement or understanding. Any amendment to or modification of this Agreement must be made in writing and signed by the parties to this Agreement.

12. Authority. Each of the parties represent that their execution of this Agreement has been approved by a majority vote of their respective governing authorities in an open meeting properly noticed and duly constituted.

APPROVED AND ACCEPTED:

City of Monticello, Georgia

Jasper County, Georgia

By: _____
Name: Bryan Standifer
Title: Mayor

By: _____
Name: Gene Trammel
Title: Chairman

[SEAL]

[SEAL]

Attest: _____
Clerk

Attest: _____
County Clerk

Sheriff of Jasper County

Name: Donnie Pope, Sheriff, Jasper County, Georgia