

Board of Commissioners
Agenda Item Transmittal Form
Procurement/Contract Transmittal Form



Type of Contract:		CC Use Only Contract #:
Submission Information:		Vendor Information:
Contact Name: Kai Oden	Vendor Name: City of Conyers	
Department: Sheriff	Address: Conyers, GA	
Project Title: Detention Service Agreement	Email: lejohn.tate@rockdalecountyga.gov	
Budgeted: Yes	Phone #: 770-278-8105	
Funding Account Number: N/A	Contact: LeJohn Tate	
Contract Amount: N/A	Term of Contract: N/A	
Contract Type: Services		
Contract Action: Renewal		
Original Contract Number:		

Notes and Comments:

This is the renewing detention service agreement between the City of Conyers and Rockdale County for the housing of inmates.

2026-399

**DETENTION SERVICES AGREEMENT
BETWEEN CITY OF CONYERS, GEORGIA AND ROCKDALE COUNTY,
GEORGIA**

THIS AGREEMENT is entered into this ____ day of _____ 2026, by and between Rockdale County, Georgia, a political subdivision acting by and through its Board of Commissioners (hereinafter "County") and City of Conyers, Georgia, a municipal corporation chartered and existing under the laws of the State of Georgia, acting by and through its Mayor and City Council.

WHEREAS, The County presently owns and operates a jail facility for the detention of persons charged with violations of statutes of the State of Georgia and City/County Ordinances (hereinafter "Jail"); and

WHEREAS, the City has no facility for the detention of persons charged with (i) violations of Municipal Ordinances of the City, and (ii) those misdemeanors over which Conyers Municipal Court has jurisdiction (hereinafter "City Prisoners").

WHEREAS, the City and County, in order to promote the most efficient, effective, and responsive manner in which to house City Prisoners and in the interest of efficient law enforcement, desire to enter into an Agreement regarding the housing of City Prisoners under the auspices of OCGA 15-21-90 et seq., the Jail Construction and Staffing Act.

NOW THEREFORE, and for the valuable consideration and mutual promises exchanged between the parties hereto, the receipt, sufficiency and adequacy of which hereby are acknowledged, the City and County hereby contract with each other as follows:

1. Acceptance by County of City Prisoners; Procedures Regarding.

- a. The County shall accept City Prisoners for housing at the Jail and shall provide such services and facilities to City Prisoners that are substantially similar to those services and facility utilized for the detention at the Jail of persons charged with violations of State statutes and City/County Ordinances. The County's acceptance of City Prisoners for housing at the Jail shall be subject to the terms and conditions of this Agreement, as set forth hereinbelow.
- b. The County agrees to accept and process City Prisoners through its normal booking procedures to include fingerprinting, photographing and booking/arrest reports. The County will provide timely copies of all data/documents that it generates as a result of the booking process to the City upon request. The county will transmit all applicable fingerprint transmissions to the Georgia Crime Information Center as required by law.

- c. The City shall comply with all directives, procedures and policies of the Rockdale County Sheriff's Office regarding processing of persons to be detained in the Jail. The County shall provide the City with a copy of all such written policies, procedures and directives, as they may be amended from time to time.

2. Responsibility of City for Prisoner Fee and Medical Expenses of City Prisoners

- a. The City shall pay to the County all funds derived from the imposition of a penalty in an amount equal to ten percent (10%) as to all cases disposed of in the Municipal Court of the City and in an amount equal to ten percent (10%) of any bail or bond posted in any case involving a violation of criminal or traffic laws of this State or violations of ordinances of the City as provided in O.C.D.A. 15-21-93. During the term of this Agreement the City shall pay said amounts to the County on or before the 10th day of each month following the month in which the sums are collected.
- b. In the event the ten percent (10%) penalty imposed by the City for any given fiscal year of the City, July 1 through June 30, does not generate funds sufficient to equal a per diem fee of \$18.00 for each day of housing provided to each City Prisoner for the fiscal year in question, the County shall within thirty (30) days of the end of the fiscal year in question, provide to the City written notice of the shortfall and within thirty (30) days of receipt of said written notice the City shall tender to the County the difference between the sum provided by the imposition of the ten percent (10%) penalty and the actual charges incurred at the per diem fee.
- c. There shall be a Per Diem Fee charged by the County to the City for the costs associated with housing City Prisoners. The Per Diem Fee shall be \$65.00 per inmate per detained day. A detained day is 24 hours or any part thereof.
- d. There shall be an incremental increase of \$5.00 every two (2) years, not to exceed \$80.00 per inmate so the length of this contract.
- e. Any medical expenses incurred on behalf of a City Prisoner shall be the responsibility of the City regardless of the cause which gave rise to such expense, EXCEPT in cases where a court of law determines that personnel of the County wrongfully caused the injury or sickness giving rise to such expense. Medical expenses for City Prisoners shall be incurred by authorization of this Agreement and shall be submitted directly to the City within a reasonable time of the County's receipt of same. The City shall be responsible for payment of said medical expenses directly to the medical provider.

3. Termination, Effect of Termination and Alternative Dispute Resolution.

- a. Termination or Suspension by the City for failure to accept prisoners. In the event that the County is prohibited from accepting City Prisoners by State and

Federal standards because the Jail is filled to capacity as set forth in this agreement, the City may, at its option, terminate this Agreement or suspend this agreement until such time as the County shall be allowed by State and Federal standards to accept City Prisoners in accordance with the terms of this Agreement. The City shall provide written notice to the County of such suspension or termination.

- b. Termination without Cause. This Agreement may be terminated by either party without cause upon one hundred twenty (120) days written notice to the other party, and, if the other party objects to such termination, after complying with the Alternative Dispute Resolution Procedure set forth in this Agreement.
- c. Effect of Termination. In the event of termination of this agreement, this agreement shall be void and of no further force and effect except all funds derived from the imposition of the fines specified in this Agreement prior to the termination of this contract shall be tendered to the County.
- d. Termination for Breach, Notice and Opportunity to Cure. Either the City or the County may terminate this Agreement in the event the other party fails to fulfill the obligations under this agreement in a timely and proper manner. Termination shall be initiated by providing a written demand to cure to the remaining party of this Agreement. In the event of the party's failure to correct any deficiency specified in the demand to cure within fifteen (15) days of receiving said notice, then the non-defaulting party may provide a termination notice to the remaining party in which a final termination date is set forth. The final termination date shall not be less than thirty (30) days from the date of the final termination notice.
- e. Alternative Dispute Resolution Procedure. In the event any disputes, controversies or claims arising out of or relating to this Agreement or in the event that a party objects to the other party's termination of this Agreement (hereinafter "Dispute(s)") is not resolved within thirty (30) days (or any mutually agreed upon extension of time) after either party requests such negotiations, the Dispute shall be referred for mediation, that is, an informal, nonbinding conference or conferences between the parties in which a mediator will seek to guide the parties to a resolution of the Dispute. If the parties are unable to agree within ten (10) calendar days after a party requests mediation, then the parties shall request that the Chief Superior Court Judge of Rockdale County, Georgia select a mediator or mediation firm. In the event that a mediation firm is selected, and the parties are unable to agree on a mediator, or have no particular choice of a mediator, then they shall simply request that such mediation firm assign a mediator to the matter. The conference will occur as soon as reasonably practicable after a mediator is selected. The mediation process shall continue until the case is resolved or the mediator makes a finding that there is no possibility of settlement through mediation or either party chooses not to continue further. If the Dispute cannot be resolved through mediation, then each party shall be free to initiate other formal proceedings as

4. **Term.** This Agreement shall be effective commencing the 1st day of _____, 2026, through the 31st day of December 2026, and shall be renewed on an annual basis.

6. Miscellaneous.

If to the City: City of Conyers
Address []
Email []

With a Copy to:

Address []
Email []

If to the County: Office of the Chairperson
Address []
Email []

With a Copy to:

Address []
Email []

b. **Force Majeure.** Neither party hereto shall be liable to the other for any failure, delay or interruption in the performance of any of the terms, covenants or conditions of this Agreement due to causes beyond the control of that party including, without limitation, strikes, boycotts, labor disputes, embargoes, shortage of material, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, floods, riots, rebellion, sabotage

or any other circumstance for which such party is not responsible or which is not in its power to control.

- c. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and undertakings, written or oral, relating to the use of the Jail by City Prisoners.
- d. Severability. The provisions of this Agreement are severable, and the invalidity of one or more of the provisions herein shall not have any effect upon the validity or enforceability of any other provision.
- e. Governing Law. This Agreement shall be construed under and interpreted and enforced in accordance with the laws of the State of Georgia.
- f. Venue and Jurisdiction. Any controversy or claim arising under or relating to this Agreement shall be brought, exclusively, in the state courts located in and for Rockdale County, Georgia. Each party consents and submits to the exclusive personal jurisdiction of and venue in such courts and waives any defenses or claims to the contrary, including but not limited to, lack of jurisdiction or improper venue.
- g. Captions. The brief headings or titles preceding each provision hereof are for purposes of identification and convenience only and should be completely disregarded in construing this Agreement.
- h. No Assignment. Except as herein provided, no party shall transfer or assign all or any of its right, title or interest in this Agreement or delegate any of its duties or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld.
- i. Non-waiver. No failure of either party to exercise any right or power given to it under this agreement, or to insist upon strict compliance by the other party with the provisions of this agreement, and no custom or practice of either party at variance with the terms and conditions of this Agreement, shall constitute a waiver of a party's right to demand exact and strict compliance by the other party with the terms and conditions of this Agreement.
- j. Continuity. Each of the provisions of this Agreement shall be binding upon and inure to the benefit and detriment of the City and the County and the legal representatives, successors and assigns of the City and the County.
- k. Date for Performance. If the time period by which any right, option or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed, expires on a Saturday, Sunday, or legal Holiday, then such time period shall be automatically extended through the close of business on the next regularly scheduled business day.
- l. Time of the Essence. All time limits stated hereon are the essence of this Agreement.
- m. No Agency, Employment, Partnership or Joint Venture. It is understood and agreed that no agency, employment, partnership or joint venture is hereby created by the parties, that no representations may be made by either party

which would create a relationship of agency employment or partnership and that neither party has any authority to act on behalf of the other and create an obligation. The only relationship between the parties shall be that of independent contractors, and neither party shall be responsible for the act or omission of the other or any employee of the other.

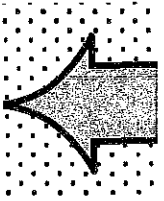
- n. No Third-Party Beneficiaries. Nothing herein shall be construed as conferring upon giving to any person, other than the parties hereto, any rights or benefits under or by reason of this Agreement.
- o. Counterparts. This Agreement may be executed in any number of counterparts, each of which is deemed an original, but together shall be one and the same instrument.
- p. Modification. This Agreement may not be modified or amended except by an instrument in writing signed by the parties hereto.
- q. Interpretation of Agreement. The parties hereto have each been represented by counsel during the negotiation and execution of this Agreement, and therefore waive application of any law, regulation, holding, or rule of construction providing that ambiguities in the contract will be construed against the party drafting such contract.

(Signature Pages to Follow)

SIGNATURE PAGE

CITY OF CONYERS, GEORGIA

ROCKDALE COUNTY, GEORGIA



By: _____

Signature

Printed Name

Title

By: _____

Signature

JaNice Van Ness

Printed Name

Chair & CEO

Title

By: _

(Signature)

Eric J. Levett

(Printed Name)

Sheriff

(Title)

Attest:

M. Qader A. Baig, County Attorney

Jennifer O. Rutledge, County Clerk/Director