

STATE OF GEORGIA

COUNTY OF MILLER

**INTERGOVERNMENTAL AGREEMENT
TO PROVIDE PROBATION SERVICES
FOR MILLER COUNTY, GEORGIA**

THIS AGREEMENT made and entered into this 11th day of November, 2012, by and between the **CITY OF COLQUITT, GEORGIA**, hereinafter referred to as "City", party of the first part, and **MILLER COUNTY, GEORGIA**, hereinafter referred to as "County", party of the second part;

WITNESSETH THAT:

WHEREAS, the County desires to contract with the City to provide probation services for the State Court of Miller County, Georgia (hereinafter referred to as "State Court") and misdemeanor cases in the Superior Court of Miller County, Georgia (hereinafter referred to as "Superior Court");

WHEREAS, the City, acting by and through its duly authorized Council, is agreeable to providing probation services for the State and Superior Court;

THEREFORE, for and in consideration of the premises and the mutual undertakings hereinafter set forth, the parties, intending to be legally bound, DO HEREBY AGREE as follows:

1.

The City agrees to provide probation services for the State Court and misdemeanor probationers in the Superior Court, with the fees and charges for providing the probation services to probationers, being as authorized by law.

2.

The County agrees that during the term of this agreement that it shall not provide probation services, except as agreed to by the City, for the State and Superior Courts.

3.

The City shall provide the personnel necessary, as determined by it in its sole discretion, to provide probation services to the Municipal Court for the City of Colquitt, the State Court for Miller County, Georgia and misdemeanor cases in the Superior Court of Miller County, Georgia.

The personnel shall be employees of the City and be under the supervision and control of the City, with such salary and benefits as provided by the City.

4.

A. The City will be responsible for preparing a budget for the operation of the Probation Department and shall submit the proposed budget to the County a minimum of sixty (60) days prior to July 1 of each year. The County shall review and approve the budget, and upon approval of the budget, the City and the County shall be responsible for one-half (1/2) of the budget for the operation of the Probation Department. The County shall pay one-twelfth (1/12) of its one-half (1/2) of the operating and maintenance budget for the Probate Department on the 1st day of each month during the term of this Agreement. (For example: If the operating budget for the Probation Department is \$120,000.00 and the County's one-half (1/2) of the budget is \$60,000.00, then the County shall pay to the City \$5,000.00 per month during the fiscal year for the County.) The City acknowledges that the County's fiscal year is from July 1 to June 30.

B. In the event the County does not approve or agree with the proposed operating budget submitted by the City, the City Administrator and the County Administrator or Chief Financial Officer shall consult and work together to resolve any operating budget issues.

C. In the event the County does not agree to provide in its budget funds sufficient to pay one-half (1/2) of the operating budget of the Probation Department, then the City shall not be required to provide probation services to the State Court of Miller County, Georgia and for the Superior Court of Miller County, Georgia as to misdemeanor cases at the end of the fiscal year for the current operating budget.

D. The City will maintain accounting or financial records for the Probation Department which shall be available for inspection and copying by the County during normal business hours.

E. The City will furnish to the County a copy of the monthly account ledger as to income and expenses for the Probation Department, if requested.

F. The City will require the department supervisor to furnish a monthly report to the governing authority of the City, which report will be furnished to the County, if requested.

5.

The City shall receive the probation supervision fees and other fees as authorized by law paid by the probationers as to the cases arising from the Municipal Court for the City of Colquitt. The County shall receive the probation supervision fees and other fees as authorized by law paid by the probationers as to the cases arising from the State Court of Miller County, Georgia and the Superior Court of Miller County, Georgia as to misdemeanor cases.

6.

This Agreement shall continue until terminated by either the City and/or the County by giving one hundred twenty (120) day notice, or until the County fails to provide for its one-half (1/2) of the operating budget, or if the City and County cannot agree upon a new operating budget for the next fiscal year. The parties agree that the initial term of this agreement shall be from July 1, 2012 until June 30, 2013.

7.

All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given when delivered personally or sent by registered or certified United States mail, postage prepaid, as follows:

Mayor
City of Colquitt
154 West Street
Colquitt, Georgia 39837

Chairman
Miller County Board of Commissioners
179 South Cuthbert Street
Colquitt, Georgia 39837

8.

This Agreement constitutes all of the understandings and agreements existing between the County and City concerning the City providing probation services for the State Court and misdemeanor probationers of the Superior Court, except as to any future agreement entered into between the City and County as to the operation of the probation services. Furthermore, this Agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto.

9.

The County and City agree to submit any controversy arising under this Agreement to mediation for a resolution. The parties to the mediation shall mutually select a neutral party to serve as mediator. Costs of mediation shall be shared equally among the parties to the mediation.

10.

This Agreement shall not be amended or modified except by agreement in writing executed by the governing authorities of the County and City.

11.

This Agreement shall be deemed to have been made and shall be construed and enforced in accordance with the laws of the State of Georgia.

12.

Should any phrase, clause, sentence, or paragraph of this Agreement be held invalid or unconstitutional, the remainder of the Agreement shall remain in full force and effect as if such invalid or unconstitutional provision were not contained in the Agreement unless the elimination of such provision detrimentally reduces the consideration that any party is to receive under this Agreement or materially affects the operation of this Agreement.

13.

The County and City shall comply with all applicable local, State, and Federal statutes, ordinances, rules and regulations.

14.

No consent or waiver, express or implied, by any party to this Agreement, to any breach of any covenant, condition or duty of another party shall be construed as a consent to or waiver of any future breach of the same.

15.

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

16.

This Agreement may be signed in duplicate with each Agreement constituting an original.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date above first written.

THE CITY OF COLQUITT

BY: _____ (L.S.)
JERRY CHAPMAN, as its Mayor

ATTEST: _____ (L.S.)
KESHA LAVETTE, as its Clerk

Signed, sealed and delivered
in the presence of:

WITNESS

NOTARY PUBLIC

MILLER COUNTY, GEORGIA

BY: *Bo Haywood* (L.S.)
BO HAYWOOD, as its Chairman

ATTEST: *Deborah Pearce* (L.S.)
DEBORAH H. PEARCE, as its Clerk

Signed, sealed and delivered
in the presence of:

Craig Pearce
WITNESS

Kathie L. Walden
NOTARY PUBLIC

