

STATE OF GEORGIA

COUNTY OF HENRY

**LAW ENFORCEMENT SERVICES AGREEMENT**

THIS AGREEMENT, made and entered into this 15 day of October, 2014 by and between the BOARD OF COMMISSIONERS OF HENRY COUNTY, GEORGIA (hereinafter referred to as "County") and the CITY OF STOCKBRIDGE, GEORGIA (hereinafter referred to as "City"), for the purpose of providing law enforcement services to the City and further providing for payment for those services:

NOW THEREFORE, it is agreed as follows:

1.

The County and the City form a special service district that will consist of the unincorporated area of Henry County and the incorporated area of the City of Stockbridge.

2.

The County shall provide the same level of police service to the City of Stockbridge as it does to the unincorporated area of Henry County; and

3.

Except as hereinafter provided, said service shall be paid by all funds that are generated from the providing of said service with the balance thereof being paid by a

uniform levy of ad valorem taxes in the unincorporated and incorporated area of the special service district; and

4.

The City hereby purchases from the County the following higher level of police service:

A. Two (2) full time police officers, 24 hours per day, 7 days per week, together with all equipment and transportation facilities needed for said officers to perform their police duties solely within the city limits of the City of Stockbridge, the City agrees as follows:

B. Beginning January 1, 2015, the City shall pay to the County an annual sum of \$500,000.00 for said services. Said sum shall be paid in four (4) equal quarterly installments beginning April 1, 2015, and each quarter thereafter until this Agreement is terminated.

5.

The City may also purchase additional police patrol services from the County. The per officer cost shall be established based on the Henry County Bureau of Police Services audited budget for the uniform patrol police officers for the previous year. Said cost shall be based on the total cost of personnel, fringe benefits, and operating costs including mobile and portable equipment, divided by the number of authorized certified police officer positions in the Henry County Bureau of Police Services. The per officer cost will be determined based on the preceding fiscal year audited figure pursuant to the formula attached hereto as Exhibit B.

6.

The County is hereby authorized and shall enforce the Municipal Ordinances and Rules and Regulations of the City.

7.

The County shall supervise, maintain, and control all personnel which it supplies to perform policing under the terms of this Agreement, and shall exclusively own all equipment utilized in the performance of the policing activity set forth in this Agreement.

8.

All citations issued by said officers for violations of the traffic laws of the State of Georgia committed within the municipal limits of the City, and all citations issued for violations of Ordinances of the City, shall be tried in the Municipal Court for the City. The City shall retain all fines collected from its Municipal Court generated by the police services provided by Henry County.

9.

The City further agrees to pay all expenses for processing any court cases resulting from the issuance of citations pertaining to violations of the Ordinances of the City, including overtime pay for County police officers appearing in Municipal Court. The County shall maintain and keep records of said expense. Payment shall be made to the County within thirty (30) days of receipt of the bill.

10.

The County, by signature and approval of this document, does hereby provide written consent of the governing authority of the County authorizing the County to contract with the City for the purposes hereinbefore mentioned.

11.

Notwithstanding anything to the contrary set forth herein, this Agreement shall be automatically and immediately terminated in the event the County abolishes or ceases to operate the Henry County Bureau of Police Services and returns to the Sheriff of Henry County the responsibility of providing law enforcement services in Henry County.

12.

This Agreement shall commence on January 1, 2015 and shall expire December 31, 2024, unless prior written notice is given to the other party or on the expiration of the Service Delivery Strategy Agreement in effect between the County and the City of Stockbridge, whichever occurs first.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year above written.

Signed, sealed, and delivered  
In the presence of:

HENRY COUNTY, GEORGIA

\_\_\_\_\_  
Unofficial Witness

By: \_\_\_\_\_(L.S.)  
Chairman

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

Attest: \_\_\_\_\_(L.S.)

(SEAL)

Signed, sealed and delivered  
In the presence of:

Randi Rainey  
Unofficial Witness

Randi Rainey  
Notary Public

CITY OF STOCKBRIDGE, GEORGIA

By: [Signature] (L.S.)  
Mayor

Attest: Timothy L. Thompson (L.S.)

(SEAL)

