

STATE OF GEORGIA

COUNTY OF HENRY

LAW ENFORCEMENT SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between HENRY COUNTY, GEORGIA (hereinafter the "County") and the CITY OF STOCKBRIDGE (hereinafter the "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.

This Intergovernmental Agreement is made pursuant to Article IX, Section III, Paragraph I of the Constitution of Georgia of 1983, the County and the City are authorized to contract with one another for a purpose which the parties are otherwise authorized by law to undertake or provide and the execution, delivery and performance of this Agreement by the County and the City has been authorized by resolutions duly adopted by the respective governing body of the County and the City at a public meeting pursuant to the Open Meetings Act, O.C.G.A. §§ 50-14-1 *et seq.*

2.

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

3.

The County shall provide the same level of police service within the incorporated area of the City of Stockbridge as it does in the unincorporated areas of the County.

4.

In consideration of the provision of such Police Services, the parties agrees as follows:

- a. The County shall levy, assess and collect ad valorem taxes within the incorporated areas of the City at the same millage rate as are levied, assessed and collected in the unincorporated areas of the County for Police Services.

5.

The County will not enforce the Municipal Ordinances and Rules and Regulations of the City.

6.

The County shall supervise, maintain and control all personnel which it supplies to perform policing under the terms of this Agreement, and shall own all equipment utilized in the performance of the policing activity set forth in this Agreement. This paragraph shall not apply to the Police Precinct building that is described in the Intergovernmental Lease Agreement dated September 12, 2011, according to its terms.

7.

All citations issued by the County's police officers for violations of the traffic laws of the State of Georgia committed within the municipal limits of the City shall be tried in the State Court for Henry County. The County will pay for the expense associated with the operation of the State Court and will be entitled to retain the revenue generated by the prosecution of said citations.

8.

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.

9.

This Agreement shall commence on January 1, 2016 and shall expire December 21, 2021, 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:

CITY OF STOCKBRIDGE, GEORGIA

Shirice S. Adams
Unofficial Witness

By: [Signature] (L.S.)
Mayor *Presiding Officer*
Lakeisha Garrett

Randi Rainey
Notary Public

Attest: [Signature] (L.S.)
Tanesha Holiday
City Clerk

