

STATE OF GEORGIA

COUNTY OF GWINNETT

INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF INMATE LABOR  
FOR THE REMOVAL OF GRAFFITI FROM PRIVATE PROPERTY

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2005 by and between Gwinnett County, Georgia, a political subdivision of the State of Georgia headquartered at 75 Langley Drive, Lawrenceville, Georgia 30045 (hereinafter referred to as "County") and the **CITY OF** \_\_\_\_\_, a municipal corporation chartered by the State of Georgia and headquartered at \_\_\_\_\_, Georgia \_\_\_\_\_ (hereinafter referred to as "City"). By each party's signature to this Agreement, each party represents to the other that it has been duly authorized to enter into this Agreement.

WITNESSETH:

**WHEREAS**, during the 2003 Legislative Session, the Georgia General Assembly passed legislation which codified 2003 Georgia Laws Act 38 in Chapter 17-15A and Title 42 of the Official Code of Georgia Annotated; and

**WHEREAS**, 2003 Georgia Laws Act 38 provides for the use of inmate labor to remove certain graffiti from private property as a form of compensation to innocent victims of criminal trespass or criminal damage to property; and

**WHEREAS**, on October 7, 2003, the Gwinnett County Board of Commissioners passed a Resolution to establish a policy for clearing graffiti from private property using inmate labor; and

**WHEREAS**, on July 5, 2005, the Gwinnett County Board of Commissioners passed a Resolution which extends its policy of using County-sentenced inmate labor so as to permit the removal of gang-related graffiti from private property located both in unincorporated and incorporated areas of the County; and

**WHEREAS**, on September 20, 2005, the Board of Commissioners revised its policy of using inmate labor to remove graffiti so as to permit the removal of both gang-related and non-gang-related graffiti and so as to allow both County-sentenced and County-supervised inmate labor to remove such graffiti; and

**WHEREAS**, the policies adopted by the Gwinnett County Board of Commissioners provide for the use of County-sentenced and County-supervised inmate labor to clean or remove graffiti from private property located within both the unincorporated and incorporated areas of Gwinnett County pursuant to Intergovernmental Agreements; and

**WHEREAS**, the City recognizes a need to remove graffiti from private property using inmate labor within its incorporated area; and

**WHEREAS**, the use of inmate labor to remove graffiti located within the City will provide a material benefit to both the City

and the County through the suppression of gang-related activity and damage to property; and

**WHEREAS**, the County and the City have determined that it is in their best interests to enter into an Intergovernmental Agreement concerning the use of inmate labor to remove graffiti from private property;

**NOW, THEREFORE**, in consideration of the mutual promises and understandings herein made and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do consent and agree as follows:

**1.**

This Agreement shall commence on the date of execution and shall continue through and including September 30, 2006. The Agreement shall automatically renew for four successive one-year periods unless either party provides the other with at least sixty days written notice of the termination of this Agreement.

**2.**

The City shall designate an employee to act as the City's liaison to the County with regard to requests for graffiti removal within 30 days of the date of execution of this Agreement.

**3.**

Within 30 days of the execution of this Agreement, the County Administrator shall designate the County's staff liaison for the use of inmate labor to remove graffiti from private property. The County's staff liaison will use his or her best efforts to schedule the use of inmate labor to remove graffiti from private property within the City as soon as reasonably practical. Gwinnett County reserves the absolute right to decline a request for the use of inmate labor in the event that such manpower is necessary to perform Gwinnett County work, which shall always be a priority. Gwinnett County further reserves the right to decline a request for inmate labor in the event that the provision of such inmate labor would be contrary to Georgia law or outside the scope of this Agreement, the provision of inmate labor poses an unacceptable risk of harm to inmates or Gwinnett County personnel, the provision of inmate labor poses an unacceptable risk of escape, or for any other reason as determined by the Warden of the Gwinnett County Department of Corrections.

**4.**

The use of inmate labor for removal of graffiti from private property within the City shall be governed by the County's existing policies concerning the same. The County's policies are attached to this Agreement as Exhibit "A" and by this reference made a part hereof.

5.

The City's staff liaison shall be responsible for obtaining the property owner's consent to the removal of graffiti from his or her property and any and all fully executed documents required pursuant to the County's policies attached as Exhibit "A".

6.

This Agreement constitutes all of the understandings and agreements of every nature or kind existing between the parties with respect to the use of inmate labor for removal of graffiti from private property within the City.

7.

This Agreement may be terminated by either party upon sixty days prior written notice to the other.

8.

This Agreement shall not be changed or modified except by agreement in writing executed by the parties.

9.

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

10.

It is agreed that the illegality or invalidity of any term or clause of this Agreement shall not affect the validity of the remainder of the Agreement, and the Agreement shall remain in full force and effect as if such illegal or invalid term or clause were not contained herein unless the elimination of such provision detrimentally reduces the consideration that any party is to receive under this Agreement or materially affects the continuing operation of this Agreement.

**11.**

Each party to this Agreement shall comply with all applicable local, State, and Federal statutes, ordinances, rules and regulations.

**12.**

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

**13.**

All notices, consents, or waivers provided for under this Agreement shall be deemed properly given if, and only if, delivered personally or sent by registered or certified United States mail, postage prepaid, as follows:

- a. If to the City:

City Manager  
City of \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

b. If to the County:

Jock Connell  
County Administrator  
75 Langley Drive  
Lawrenceville, Georgia 30045-6900

Any party may at any time change the address where notices are to be sent or the person to whom such notices should be directed by the delivery or mailing to the above persons a notice stating the change.

**14.**

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

**IN WITNESS WHEREOF**, the parties hereto acting through their duly authorized agents have caused this Agreement to be signed, sealed, and delivered on the date indicated herein.

**ATTEST:**

**CITY OF** \_\_\_\_\_

BY: \_\_\_\_\_  
\_\_\_\_\_, CLERK  
(SEAL)

BY: \_\_\_\_\_  
\_\_\_\_\_, MAYOR

\_\_\_\_\_

APPROVED AS TO FORM BY:

\_\_\_\_\_  
Attorney for the City of  
\_\_\_\_\_

ATTEST:

GWINNETT COUNTY, GEORGIA

BY:

\_\_\_\_\_  
BREND A MADDOX,  
CHAIRMAN  
County Clerk  
[SEAL]

CHARLES E. BANNISTER,  
Gwinnett County, Georgia  
Board of Commissioners

\_\_\_\_\_  
APPROVED AS TO FORM:

\_\_\_\_\_  
VAN STEPHENS  
Chief Assistant County Attorney