

**MINUTES OF REGULAR MEETING
COBB COUNTY BOARD OF COMMISSIONERS
MAY 26, 2026
7:00 PM**

The Regular Meeting of the Cobb County Board of Commissioners was held at 7:00 p.m., on Tuesday, May 26, 2026, at the David Hankerson Building, 100 Cherokee Street, Marietta, Georgia, in the Board of Commissioners Meeting Room. Present and comprising a quorum of the Board were:

Chairwoman Lisa Cupid
Commissioner Erick Allen
Commissioner JoAnn Birrell
Commissioner Keli Gambrill
Commissioner Monique Sheffield

CALL TO ORDER

Chairwoman Cupid called the meeting to order at 7:02 p.m.

PRESENTATIONS

1. **To present a proclamation designating May 27, 2026, as Charlie Duncan Day in Cobb County in celebration of Charlie Duncan's 107th birthday.**

Commissioner Birrell presented a proclamation designating May 27, 2026, as Charlie Duncan Day in Cobb County in celebration of Charlie Duncan's 107th birthday.

2. **To present a proclamation in honor of ALS Awareness Month.**

Commissioner Allen read a proclamation recognizing May 2026 as ALS Awareness Month.

3. **To present a proclamation designating May as Older Americans Month in Cobb County and recognize the Older Americans fundraiser with a check presentation.**

Commissioner Gambrill presented a proclamation designating May as Older Americans Month in Cobb County and recognized the Older Americans fundraiser with a check presentation.

4. **To present a proclamation to recognize the 35th Anniversary of the Juvenile Court of Cobb County Court Appointed Special Advocate (CASA) program.**

Chairwoman Cupid presented a proclamation to the Juvenile Court of Cobb County Court Appointed Special Advocate (CASA) program in recognition of 35 years of service.

PUBLIC COMMENT

1. Rachel Stancel addressed the Board regarding data centers.
2. JT Jackson addressed the Board regarding good things happening in Cobb and ideas for promoting CobbLinc.
3. Amanda Constantinides addressed the Board regarding various topics.
4. Donald Barth addressed the Board regarding the Veterans Memorial.
5. Christine Rozman addressed the Board regarding transparency.
6. Denny Wilson addressed the Board regarding affordable housing.
7. Carter Ray addressed the Board regarding housing.
8. Tracy Stevenson addressed the Board regarding housing.

NON-AGENDA ITEMS

Motion to **approve** the addition of the following non-agenda item to the end of the Consent Agenda:

- To authorize settlement of a worker's compensation claim on behalf of Marnitta Ballard.

VOTE: **ADOPTED** 5-0

Motion to **approve** the addition of the following non-agenda item to the end of the Regular Agenda:

- To approve four intergovernmental agreements between Cobb County and the City of Mableton, three of which are part of the amended Service Delivery Strategy, commencing June 1, 2026, between the County and the seven Cobb cities required to participate in the requirements of O.C.G.A. § 36-70-20 et seq. and one agreement related to certain contract payments with respect to certain outstanding bonds.

VOTE: **ADOPTED** 5-0

CONSENT AGENDA

MOTION: Motion by Cupid, second by Allen, to **approve** the following items on the Consent Agenda, *as revised*; and **authorize** execution of the necessary documents by the appropriate County personnel.

Water System

5. **To convey by quitclaim deeds to the underlying property owners any County rights associated with two abandoned drainage easements located in Land Lots 1256 and 1265 of the 16th District.**

To **convey** by quitclaim deeds to the underlying property owners, Sofia Arango and Zachery Cottmeyer, and Carl Crocker and Jerry E. Griffith, Jr., any County rights associated with two abandoned drainage easements located in Land Lots 1256 and 1265 of the 16th District; and **authorize** the Chairwoman to execute the necessary documents.

6. **To approve Supplemental Agreement No. 1 to extend the agreement with Freese and Nichols, Inc. for FY23 Sewer Extension Designs, Program No. S1143, through June 16, 2029.**

To **approve** Supplemental Agreement No. 1 to the agreement with Freese and Nichols, Inc. to extend the existing agreement through June 16, 2029, for FY23 Sewer Extension Designs, Program No. S1143; and **authorize** the Chairwoman to execute the necessary documents.

7. **To determine that circumstances are such that it is necessary to proceed with condemnation proceedings by Declaration of Taking under O.C.G.A. §§ 22-3-140 and 32-3-4 et seq., for the purpose of acquiring temporary and permanent easements on two parcels for the Brookwood Drive Area Sewer Upgrade, Program No. S1148.**

To **determine** that circumstances are such that it is necessary to authorize the initiation of condemnation proceedings by Declaration of Taking pursuant to the provisions of O.C.G.A. §§ 22-3-140 and 32-3-4 et seq. for the purpose of acquiring temporary and permanent easements for the Brookwood Drive Area Sewer Upgrade, Program No. S1148; **authorize** the commencement of condemnation proceedings on tax parcels 19-0930-0-005-0 and 19-0930-0-003-0; **adopt** Resolutions and Orders in form substantially similar to the attached and as approved by the County Attorney's Office; and **further authorize** the Chairwoman to execute the necessary documents. Attachment 1 and Attachment 2 are attached and made a part of these minutes.

8. **To approve a work order under FY25-FY26 Stormwater Management Unit Price Contract with Chatfield Contracting Inc. for 6415 Ivey Terrace Drive, Program No. SW2390.**

To **approve** a work order under the FY25-FY26 Stormwater Management Unit Price Contract with Chatfield Contracting Inc., in the amount of \$ \$68,609.57, for 6415 Ivey Terrace Drive, Program No SW2390; **authorize** the corresponding budget transaction; and **further authorize** the Chairwoman to execute the necessary documents.

Funding is available in the Water System's CIP Budget as follows:

Transfer from:

Stormwater Multi-Year Budget

Drainage Contract R&M Service	510-500-5758-6496	SW9999-Z	\$68,609.57
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Transfer to:

6415 Ivey Terrace

Construction & Project Improvements	510-500-5758-8260	SW2390-C	\$68.609.57
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9. **To approve final funding for the work under the FY24 Stormwater Management Unit Price Contract with W.E. Contracting Co. Inc., for 2240 Major Loring Way, Program No. SW2198.**

To **approve** final funding for the work order under the FY24 Stormwater Management Unit Price W.E. Contracting Co. Inc., a savings to the project in the amount of \$10,620.85, for 2240 Major Loring Way, Program No. SW2198; **authorize** the corresponding budget transactions; and **further authorize** the Chairwoman to execute the necessary documents.

No additional funding is required for the Water System for 2240 Major Loring Way, Program No. SW2198.

Decrease Encumbrance:

GAE 51007232412	510-500-5758-6496	SW2198-C	\$10,620.85
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Transfer from:

2240 Major Loring Way

Drainage Contract R&M Service	510-500-5758-6496	SW2198-C	\$10,620.85
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Transfer to:

Stormwater Multi-Year Budget

Drainage Contract R&M Service	510-500-5758-6496	SW9999-Z	\$10,620.85
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10. **To approve a new Ground Lease Agreement for wireless Sites with New Cingular Wireless PCS, LLC, under new terms, for an existing wireless site located at 5584 Timber Ridge Road.**

To **approve** the Ground Lease Agreement for Wireless Sites with New Cingular Wireless PCS, LLC, under new terms for the leasing of the wireless tower site at 5594 Timber Ridge Road; and **further authorize** the Chairwoman to execute the Lease and any necessary documents.

Lease revenues associated with wireless sites on Water System property will be posted as follows:

500-500-5100-4870	Rental of Real Estate
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11. **To authorize the necessary financial and personnel transactions to establish funding and staffing within new enterprise funds: Stormwater Utility Fund Operating (560) and Stormwater Utility Fund Capital (565), effective June 1, 2026.**

To **authorize** the necessary financial and personnel transactions to establish funding and staffing within new enterprise funds: Stormwater Utility Fund Operating Fund (560) and Stormwater Utility Capital Fund (565), effective June 1, 2026; **authorize** the corresponding budget transactions;

transfer 6 positions from 500-500-5601, to 560-500-0560 (8203002; 3122009; 3122011; 3123002; 1007003; 6132001); transfer 13 positions from 500-500-5610, to 560-500-0560 (6117001; 3144015; 3200008; 3144013; 3144002; 6069025; 1172007; 3144014; 1005039; 31144003; 6069015; 6069007; 3144005); transfer 5 positions from 500-500-5620, to 560-500-0560 (6012004; 3066008; 3065017; 3066003; 3123011); and **further authorize** the Chairwoman to execute the necessary documents.

Funding and personnel will be transferred effective June 1, 2026, to move available balances and positions from the Water System's Water & Sewer Operating Fund (500), Stormwater Unit (5600), to the Water System's Stormwater Utility Operating Fund (560), Stormwater Unit (0560). Transfers will be made to the corresponding appropriation unit (Personnel; Operating; Capital) and object codes within the receiving Fund.

Additionally, previously appropriated funding for Stormwater capital projects in the Water System's Renewal, Extension, and Improvements (RE&I) Fund (510), Stormwater (5758), will be transferred to Fund 565, Unit 5650, for Stormwater capital projects.

Transportation

12. To adopt a resolution designating electronic signature authority to the Cobb County Department of Transportation Transit Planning Division Manager for the Federal Transit Administration Transit Award Management System process.

To **adopt** a resolution designating electronic signature authority to the Cobb County Department of Transportation Transit Planning Division Manager, Shain Eversley, for submission of grant applications and various management activities via the Federal Transit Administration Transit Award Management System process; and **authorize** the Chairwoman to execute the necessary documents. A copy of said resolution is attached and made a part of these minutes.

13. To approve Amendment No. 2 to the Cobb Framework Agreement with the Cumberland Community Improvement District for Cumberland Sweep, Segment C, State P.I. No. 0017806, Cobb County Project No. TR519.

To **approve** Amendment No. 2 to the Cobb Framework Agreement with the Cumberland Community Improvement District, in the deductive amount of \$1,275,235.00, for Cumberland Sweep, Segment C, State P.I. No. 0017806, Cobb County Project No. TR519; **authorize** the corresponding budget transactions; and **further authorize** the Chairwoman to execute the necessary documents.

Decrease appropriation of revenue from the Cumberland Community Improvement District (CCID) in the Public Facility Projects Fund, as follows:

Decrease Revenue:	380-050-4638-4638-4505-TR519-R	CID Revenue	\$1,275,235.00
Decrease Expenditure:	380-050-4648-4638-8741-TR519-R	Preliminary Estimate	\$1,275,235.00

Public Services Agency

PARKS

14. To authorize the purchase of replacement maintenance equipment for the upkeep of County parks from collected cell tower ground lease revenues.

To **authorize** the purchase of capital equipment replacement and tennis court resurfacing/reconstruction from collected cellular tower ground lease revenues in an amount not to exceed \$406,998.00; **authorize** the corresponding budget transactions; and **further authorize** the Director of Procurement Services or Chairwoman to execute the necessary documents.

Funding is available with the following budget transactions:

Decrease Expenditure:	010-105-3200-8852	(Fund Balance – Reserve)	\$406,998.00
Increase Expenditure:	010-105-3200-8405	(Building & Grounds Equipment)	\$ 44,663.00
Increase Expenditure:	010-105-3200-8605	(Autos, Vans, Trucks, & Etc.)	\$146,916.85
Increase Expenditure:	010-105-3200-8615	(Trailers)	\$ 24,680.00
Increase Expenditure:	010-105-3200-6328	(Installation Services)	\$ 28,827.50
Increase Expenditure:	010-105-3200-6258	(Accountable Equipment)	\$ 10,496.00
Increase Expenditure:	010-105-3200-6577	(Freight & Shipping)	\$ 2,300.00
Increase Expenditure:	010-105-3200-6186	(Motor Vehicle Parts)	\$ 1,390.00
Increase Expenditure:	010-105-3200-6196	(Tires & Tubes)	\$ 2,190.00
Increase Expenditure:	010-105-3200-6494	(Building & Grounds - R&M Serv.)	\$145,534.65

15. To authorize the acceptance of a donation from JP Law Firm for the 2026 Spring Arts Festival at Jim R. Miller Park

To **authorize** the acceptance of a donation in the amount of \$250.00 from JP Law Firm for the Spring Arts Festival at Jim R. Miller Park; **authorize** the corresponding budget transactions; and **further authorize** the Chief Financial Officer to execute any necessary documents.

Increase Revenue:	010-105-3150-4920	Gifts & Donations	\$250.00
Increase Expenditure:	010-105-3150-6193	Recreation Programming	\$250.00

16. **To authorize the acceptance of a sponsorship from Kaiser Permanente for several Cobb PARKS programs and events for 2026.**

To **authorize** the acceptance of a sponsorship in the amount of \$22,500.00 from Kaiser Permanente for multiple programs and events with Cobb County PARKS; **authorize** the corresponding budget transactions; and **further authorize** the Chief Financial Officer to execute any necessary documents.

Increase Revenue:	010-105-3150-4920	Gifts & Donations	\$22,500.00
Increase Expenditure:	010-105-3150-6193	Recreation Programming	\$22,500.00

Support Services Agency

Information Technology Services

17. **To approve Change Control Notice #4 (CCN04) with Woolpert, Inc. (Woolpert) for a thirteen (13) month contract extension and system support for the Cityworks Asset Management and Work Order Management System.**

To **approve** Change Control Notice #4 with Woolpert, Inc., to extend the contract expiration date until June 30, 2027, for ad hoc support, in an amount not to exceed \$20,000.00, for the Cityworks Asset Management and Work Order Management system; **authorize** the corresponding budget transactions; and **further authorize** the Chairwoman to execute the necessary documents.

18. **To approve Statement of Work #2 (SOW) to the Master Services Agreement (MSA) with TEKsystems, Inc. for two Digital Accessibility Compliance Specialist contractors in Information Technology Services (ITS), under provisions of a Texas Department of Information Resources IT Staff Augmentation Contract (DIR ITSAC), to approve the creation of two permanent positions for Digital Accessibility Compliance Specialists in ITS, and to approve converting the two ITS contractors to ITS permanent positions after twelve (12) months.**

To **approve** Statement of Work #2 to the Master Services Agreement with TEKsystems, Inc. for two Digital Accessibility Compliance Specialist contractors in Information Technology Services (ITS) for June 2026 through May 2027, in the amount of \$393,000.40, under provisions of Texas Department of Information Resources IT Staff Augmentation Contract number DIR-CPO-5478, approve the creation of two Digital Accessibility Compliance Specialist positions, Grade 116, in ITS, in the amount of \$262,000.27 increase to FY 2027 ITS operating budget under professional services and \$184,409.88 increase to FY 2027 ITS personnel budget, and approve converting the two ITS contractors to two ITS permanent positions after twelve (12) months, by June 2027, with no contract to permanent conversion fee, to support and implement the Countywide Digital Accessibility Compliance Program for County departments and elected offices; **authorize** the corresponding budget transactions; and **further authorize** the Chairwoman to execute the

necessary documents as approved by the County Attorney's Office.

Funding for FY 2026 is available in the ITS operating budget.

010-035-0400-6326 (Professional Services) \$131,000.13

Public Safety Agency

Police Department

19. **To approve a contract with Axon Enterprise, Inc. for the procurement of equipment and services related to Counter-Unmanned Aircraft System (C-UAS) detection, identification, tracking, and mitigation, and Drone as a First Responder (DFR) systems, as part of the Fiscal Year 2026 Counter-Unmanned Aircraft Systems Grant Program Between the Georgia Emergency Management and Homeland Security Agency (GEMA) and Cobb County Police Department Grant.**

To **approve** a contract with Axon Enterprise, Inc. in draft form subject to final review and approval as to form by the County Attorney's Office and Information Technology Services, for the purchase of equipment and services reimbursed by the Fiscal Year 2026 Counter-Unmanned Aircraft Systems Grant Program Between the Georgia Emergency Management and Homeland Security Agency (GEMA) and Cobb County Police Department Grant, in an amount not to exceed \$9,691,081.00; **authorize** the corresponding budget transactions; and **further authorize** the Chairwoman and Chief of Police to execute the necessary documents.

Funding is available in the Grant Fund as follows:

270-130-GR77-6258	Accountable Items	\$5,089,167.80
270-130-GR77-6262	Software - Noncapital	\$3,682,395.36
270-130-GR77-6522	Other Repair and Maintenance Services	\$919,517.84

Fire and Emergency Services

20. **To authorize the reappointment of Division Chief Nick Adams to the Georgia Region III EMS Council.**

To **authorize** the reappointment of Division Chief Nick Adams to a three-year term to expire on June 30, 2029, to the Georgia Region III EMS Council.

21. **To approve a Purchase and Sale Agreement and the expenditure of any associated land acquisition costs, for the purchase of a 12,000 +/- square foot retail/office building on approximately 1.03 +/- acres of land, located at 2800 Powder Springs Road SW, Marietta, Georgia, 30064, from Droege Investments, LLC., for current health initiatives and a future fire department comprehensive wellness facility.**

To **approve** a Purchase and Sale Agreement and the expenditure of any associated land acquisition costs, for the purchase of a 12,000 +/- square foot retail/office building on approximately 1.03 +/- acres of land, located at 2800 Powder Springs Road SW, Marietta, Georgia, 30064 from Droege Investments, LLC., in the amount of \$1,850,000.00, for a future fire department wellness facility; **authorize** the corresponding budget transactions; and **further authorize** the Chairwoman to execute the Purchase and Sale Agreement and any other necessary documents.

Funding will be available in the Capital Contingency Fund with the following budget transfer:

Decrease Expenditure: 380-130-4604-8125 Construction Exp. Bldg/Structure \$1,850,000.00

Increase Expenditure: 380-130-4604-8015 Site Acquisition \$1,850,000.00

Approval of this item will also authorize the appropriation of funding from the Fire Department's Capital Contingency unit within the Public Facilities Capital Project Fund, for associated land acquisition costs, to be identified at a later date.

Community Development

22. **To approve an annexation notice of Non-Objection with Stipulation per HB 489 Intergovernmental Agreement and HB 2 regarding a petition for the annexation of a tract of land that totals 0.698 acres located on the south side of the intersection of Nance Road and Lakeview Way.**

To **approve** an annexation Notice of Non-Objection with Stipulation per HB 489 Intergovernmental Agreement and HB 2 regarding a petition for the annexation of Land Lot 85 of the 20th District, Cobb County, Georgia, Parcel numbers 20008500490, 20008500480, 20008500470 into the City of Acworth. A copy of the Non-Objection letter is attached and made a part of these minutes.

Finance

23. **To adopt a resolution adopting all budget amendments set forth in agenda items on this date.**

To **adopt** a resolution adopting all budget amendments set forth in agenda items on this date. A copy of said resolution is attached and made a part of these minutes.

CDBG

24. **To approve the amendment to Program Years 2023, 2024, and 2025 Annual Action Plans for the reallocation of unexpended Community Development Block Grant program income and Home Investment Partnerships program funds.**

To **approve** the amendment to Program Years 2023, 2024, and 2025 Annual Action Plans for the reallocation of unexpended Community Development Block program and Home Investment Partnerships program funds; **authorize** the corresponding budget transactions; and **further authorize** the Chairwoman to execute the necessary documents. Attachments A and B are attached and made a part of these minutes.

The budget appropriation shown in Attachment A and B account for the transfer of unexpended CDBG and HOME programs to other eligible activities.

25. To accept allocations based upon the final grant award for Community Development Block Grant, HOME Investment Partnerships Act, and Emergency Solutions Grant programs.

To **accept** allocations based upon the final grant award for Community Development Block Grant, HOME Investment Partnerships Act, and Emergency Solutions Grant programs; **authorize** the corresponding budget transactions; and **further authorize** the Chairwoman to execute the necessary documents. Attachments A, B, and C are attached and made a part of these minutes.

The funding levels and final budget structure, as depicted in Attachments A, B, and C are based on final allocations of PY2026 funding for CDBG, HOME, and ESG.

CDBG Program	\$3,124,103.00
HOME Program	\$1,058,551.50
ESG Program	\$276,034.00
Total	\$4,458,688.50

CobbWorks

26. To authorize the acceptance of the Dislocated Worker as an Adult Program Grant award from the Technical College System of Georgia (TCSG) to CobbWorks, Inc.

To **authorize** the acceptance of the Dislocated Worker as an Adult Program Grant award, in the amount of \$300,000.00, from the Technical College System of Georgia for CobbWorks, Inc., the local Workforce Development Board, to provide training and employment services to Adults; **authorize** the corresponding budget transactions; and **further authorize** the Chairwoman to execute the necessary documents.

Decrease Revenue:	276-120-26DA-WF26DA-A-4430	Other Federal Revenue	\$30,000.00
Decrease Revenue:	276-120-26DP-WF26DP-P-4430	Other Federal Revenue	\$270,000.00
Increase Revenue:	276-120-26TA-WF26TA-A-4430	Other Federal Revenue	\$30,000.00
Increase Revenue:	276-120-26TP-WF26TP-P-4430	Other Federal Revenue	\$270,000.00

(funding continued on next page)

Decrease Expenditure:	276-120-26DA-WF26DA-A-vary	Various	\$30,000.00
Decrease Expenditure:	276-120-26DP-WF26DP-P-vary	Various	\$270,000.00
Increase Expenditure:	276-120-26TA-WF26TA-A-vary	Various	\$30,000.00
Increase Expenditure:	276-120-26TP-WF26TP-P-vary	Various	\$270,000.00

Sheriff's Office

27. To approve an Inmate Housing Intergovernmental Agreement with the City of Smyrna; and adopt the related Resolution.

To **approve** the Inmate Housing Intergovernmental Agreement with the City of Smyrna; **approve** the Resolution regarding the County Jail Construction and Staffing Act; **authorize** the use of the Cobb County Adult Detention Center for housing of City of Smyrna inmates; **authorize** the corresponding budget transactions; and **further authorize** the Chairwoman to execute the necessary documents. A copy of said resolution is attached and made a part of these minutes.

Per diem payments from the City of Smyrna will be posted to the Cobb County Sheriff's Office General Fund Detention unit as a monthly standard reserve appropriation, to be applied to Jail Operation expenditures as needed. The amount of such monthly appropriations will be determined by the number of City inmates and the duration of their incarceration.

Increase Revenue:	010-210-9240-4805	County Jail Fund
Increase Expenditure:	010-210-9240-8818	Standard Restricted Reserve Contingency

28. To approve an Inmate Housing Intergovernmental Agreement with the City of Powder Springs, and adopt the related Resolution.

To **approve** the Inmate Housing Intergovernmental Agreement with the City of Powder Springs; **approve** the Resolution regarding the County Jail Construction and Staffing Act; **authorize** the use of the Cobb County Adult Detention Center for housing of City of Powder Springs inmates; **authorize** the corresponding budget transactions; and **further authorize** the Chairwoman to execute the necessary documents. A copy of said resolution is attached and made a part of these minutes.

Per diem payments from the City of Powder Springs will be posted to the Cobb County Sheriff's Office General Fund Detention unit as a monthly standard reserve appropriation, to be applied to Jail Operation expenditures as needed. The amount of such monthly appropriations will be determined by the number of City inmates and the duration of their incarceration.

Increase Revenue:	010-210-9240-4805	County Jail Fund
Increase Expenditure:	010-210-9240-8818	Standard Restricted Reserve Contingency

29. **To approve an Inmate Housing Intergovernmental Agreement with the City of Acworth, and adopt the related Resolution.**

To **approve** the Inmate Housing Intergovernmental Agreement with the City of Acworth; **approve** the Resolution regarding the County Jail Construction and Staffing Act; **authorize** the use of the Cobb County Adult Detention Center for housing of City of Acworth inmates; **authorize** the corresponding budget transactions; and **further authorize** the Chairwoman to execute the necessary documents. A copy of said resolution is attached and made a part of these minutes.

Per diem payments from the City of Acworth will be posted to the Cobb County Sheriff's Office General Fund Detention unit as a monthly standard reserve appropriation, to be applied to Jail Operation expenditures as needed. The amount of such monthly appropriations will be determined by the number of City inmates and the duration of their incarceration.

Increase Revenue:	010-210-9240-4805	County Jail Fund
Increase Expenditure:	010-210-9240-8818	Standard Restricted Reserve Contingency

County Clerk

30. **To approve minutes.**

To **approve** the minutes from the following meetings:

- May 11, 2026 - Agenda Work Session
- May 12, 2026 - BOC Regular Meeting
- May 19, 2026 - BOC Zoning Hearing

HUMAN RESOURCES

31. **To authorize settlement of a workers' compensation claim on behalf of Marnitta Ballard.**

To **authorize** settlement of the Workers' Compensation claim W004409504 for Marnitta Ballard, in the amount of \$85,000.00, pursuant to the direction and within the terms discussed in Executive Session on May 26, 2026; and **further authorize** the Interim Chief Human Resources Officer and the Workers' Compensation Administrator to execute the necessary settlement documents.

Funding is available in the Workers' Compensation Claims fund.

CONSENT VOTE: 5-0

REGULAR AGENDA

ARPA

32. To approve the de-obligation and reallocation of previously appropriated funds received pursuant to the American Rescue Plan Act of 2021.

Motion by Cupid, second by Allen, to **approve** the de-obligation and reallocation of previously appropriated funds received pursuant to the American Rescue Plan Act of 2021; **authorize** the corresponding budget transactions; and **further authorize** the Chairwoman to execute the necessary documents.

The Giving Kitchen Initiative	Decrease	279-120-SS29-6574	Contributions	\$90,000.00
	Expenditure:			
American Lgn PEK, Jr. Post 296	Decrease	279-499-CI09-6574	Contributions	\$19,127.85
	Expenditure:			
Business Innovation Team	Decrease	279-030-ED07-6574	Contributions	\$479,892.51
	Expenditure:			
4-H	Decrease	279-120-SS50-6574	Contributions	\$6,000.00
	Expenditure:			
Department of Transportation	Decrease	279-050-AR20-8721	Engineering	\$2,056.34
	Expenditure:			
Department of Transportation	Decrease	279-050-AR19-8721	Engineering	\$499.10
	Expenditure:			
Department of Transportation	Decrease	279-050-AR17-8721	Engineering	\$4.00
	Expenditure:			
Department of Transportation	Decrease	279-050-AR18-8721	Engineering	\$29,489.00
	Expenditure:			
Cobb County Government	Decrease	279-110-ARP3-8110	Renovation of Buildings	\$592.98
	Expenditure:			
Cobb County Government	Decrease	279-055-ARAD-8820	Undesignated Contingency	\$140,704.73
	Expenditure:			
Cobb County Government	Decrease	279-055-ARCT-8820	Undesignated Contingency	\$172,034.61
	Expenditure:			
				\$940,401.12
Meals on Wheels Atlanta	Increase	279-120-SS36-6574	Contributions	\$575,000.00
	Expenditure:			
YouthCentric, Inc.	Increase	279-492-CH05-6574	Contributions	\$91,527.28
	Expenditure:			
GLOW, Inc.	Increase	279-030-ED01-6326	Professional Services	\$63,359.59
	Expenditure:			
Davis Direction Foundation	Increase	279-492-CH26-6574	Contributions	\$60,514.25
	Expenditure:			

Reflections of Trinity	Increase Expenditure:	279-120-SS16-6574	Contributions	\$100,000.00
Noonday Baptist Association	Increase Expenditure:	279-120-SS22-6574	Contributions	\$30,000.00
YMCA Metro Atl - Food Fleet	Increase Expenditure:	279-120-SS33-6574	Contributions	\$20,000.00
				\$940,401.12
Department of Public Safety	Decrease Expenditure:	279-130-PS02-8125	Construction - New Build	\$12,402.37
Emergency Management Agency	Increase Expenditure:	279-492-CH31-8125	Construction - New Build	\$12,402.37
Cobb County Board of Health	Decrease Expenditure:	279-492-CH23-6574	Contributions	\$936,036.62
Cobb County Board of Health	Increase Expenditure:	279-150-CH02-6574	Contributions	\$936,036.62

VOTE: ADOPTED 5-0

Transportation

33. To approve a contract with D&H Construction Company, Inc., for drainage system repairs on Woodlawn Drive, Project No. B22114, Cobb DOT Contract No. 002309.

Motion by Birrell, second by Cupid, to **approve** a contract with D&H Construction Company, Inc., in an amount not to exceed \$163,848.25, for drainage system repairs on Woodlawn Drive, Project No. B22114, Cobb DOT Contract No. 002309; **authorize** the corresponding budget transactions; and **further authorize** the Chairwoman to execute the necessary documents.

Available in the 2022 SPLOST Transportation Improvements Program Fund, with the following budget transfer:

Transfer from:	348-050-B220-B220-8005-B2201-A	Preliminary Estimate	\$143,848.25
Transfer to:	348-050-B220-B220-8762-B22114-C	Turnkey Construction	\$143,848.25

The 2022 Special Purpose Local Option Sales Tax (SPLOST), adopted by the Board of Commissioners on July 14, 2020, provides for capital improvements and anticipated corresponding budget funding to address, inter alia, Drainage System.

(funding continued on next page)

**MINUTES OF REGULAR MEETING
COBB COUNTY BOARD OF COMMISSIONERS
MAY 26, 2026
7:00 PM**

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Woodlawn Drive is an eligible project/program under the Drainage System Component of the 2022 SPLOST Transportation Improvements (2022 Cobb SPLOST Renewal, pp. 1, 14). SPLOST funding for drainage system improvements will provide for the repair and replacement of existing drainage facilities within the county right-of-way.

SPLOST Component Summary as of May 1, 2026: Drainage System

Budget:	\$40,296,492.43	Encumbered/Expended:	\$27,309,483.19
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Available in the Water System DOT Projects – Relocate Lines Adopted CIP Budget, with the following budget transfers:

Transfer from:	DOT Projects — Relocate Lines		
	510-500-5756-8005-W4069-Z	Preliminary Estimate	\$21,400.00
Transfer to:	Cobb DOT Woodlawn Drive Drainage		
	510-500-5756-8260-W5148-C	Construction	\$20,000.00
	510-500-5756-8265-W5148-M	Materials and Supplies	\$ 1,000.00
	510-500-5756-8810-W5148-T	Contingency	\$ 400.00
		Total:	\$21,400.00

VOTE: ADOPTED 5-0

COUNTY MANAGER

- 34. To approve four intergovernmental agreements between Cobb County and the City of Mableton, three of which are part of the amended Service Delivery Strategy, commencing June 1, 2026, between the County and the seven Cobb cities required to participate in the requirements of O.C.G.A. § 36-70-20 et seq. and one agreement related to certain contract payments with respect to certain outstanding bonds.**

Motion by Cupid, second by Sheffield, to **approve** four intergovernmental agreements between Cobb County and the City of Mableton, three of which are part of the amended Service Delivery Strategy, commencing June 1, 2026, between the County and the seven Cobb cities required to participate in the requirements of O.C.G.A. § 36-70-20 et seq. and one agreement related to certain Contract Payments with respect to certain outstanding bonds; and **authorize** the Chairwoman to execute, in substantially similar form, the following IGAs: Law Enforcement Services, Department of Transportation, and Stormwater Management Services and any further documents necessary documents to effectuate the intent of this item.

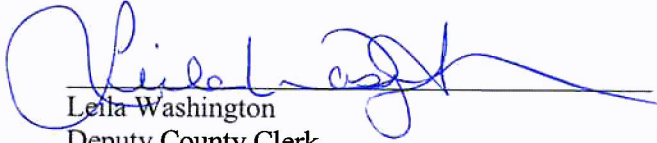
VOTE: ADOPTED 5-0

**MINUTES OF REGULAR MEETING
COBB COUNTY BOARD OF COMMISSIONERS
MAY 26, 2026
7:00 PM**

Page | 16

ADJOURNMENT

The meeting was adjourned at 8:15 p.m.

A handwritten signature in blue ink, appearing to read 'Leila Washington', is written over a horizontal line.

Leila Washington
Deputy County Clerk
Cobb County Board of Commissioners

ATTACHMENT 1

PROJECT NAME:	Brookwood Drive Area Sewer Upgrade
PROGRAM NUMBER:	S1148
PARCEL NUMBER(S):	1
PROPERTY OWNERS:	EW Mansell, LLC and East West Commons Investors, LLC Attn: Jan R. Saperstein 19 Conifer Circle Atlanta, GA 30342
TAX PARCEL I.D. NUMBER(S):	19-0930-0-005-0
ACQUISITION: Permanent Sanitary Sewer Easements: Temporary Construction Easements: Access and Temporary Construction Easement	25,098 square feet (0.576 acres +/-) 33,813 square feet (0.776 acres +/-) 9,720 square feet (0.223 acres +/-)
PROPERTY SIZE:	3.53 acres +/-
LOCATION OF STRUCTURE:	East side of property line
CONTACTS: First: Last:	September - 2024 October - 2025
ACQUISITION MANAGER:	Angela Robinson
ZONING:	Commercial 4 - Neighborhood Shopping Center
HIGHEST & BEST USE:	Commercial Retail Use
MISCELLANEOUS:	No successful terms could be agreed to after multiple letters, certified letters, conference meetings and independent appraisals.

RESOLUTION AND ORDER

A RESOLUTION AND ORDER OF THE COBB COUNTY BOARD OF COMMISSIONERS AUTHORIZING CONDEMNATION OF A TRACT OF LAND COMPRISED OF 9,720 SQUARE FEET OF ACCESS/TEMPORARY CONSTRUCTION EASEMENT, 33,813 SQUARE FEET OF TEMPORARY CONSTRUCTION EASEMENT, AND 25,098 SQUARE FEET OF PERMANENT SANITARY SEWER EASEMENT, BEING PROJECT PARCEL NO. 1, TAX PARCEL NO. 19-0930-0-005-0, 19TH DISTRICT, 2ND SECTION OF COBB COUNTY, GEORGIA, BY DECLARATION OF TAKING METHOD PURSUANT TO THE PROVISIONS OF O.C.G.A. §§ 22-3-140 AND 32-3-4 *ET SEQ.*

WHEREAS, O.C.G.A. §§ 22-3-140 and 32-3-4 *et seq.*, authorize Cobb County to file a condemnation proceeding *in rem* utilizing a method known as Declaration of Taking to acquire private property interests for its public sewage system upon payment of just and adequate compensation to the person or persons entitled to such payment upon the Cobb County Board of Commissioners (Board of Commissioners) finding that circumstances are appropriate for the use of said method; and

WHEREAS, the Board of Commissioners finds and believes that circumstances are appropriate for the use of the declaration of taking method to acquire an access/temporary construction easement, a temporary construction and permanent sanitary sewer easements for construction of a sewage system purposes on private property belonging to E.W. Mansell, LLC and East West Commons Investors, LLC, being project parcel no. 1, tax parcel no. 19-0930-0-005-0, 19th District, 2nd Section of Cobb County, Georgia pursuant to Project No. S1148 of the Cobb County Water System.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Cobb County Board of Commissioners that circumstances are such that it is necessary to obtain judicial ascertainment through condemnation proceedings by Declaration of Taking pursuant to O.C.G.A. §§ 22-3-140 and 32-3-4 *et seq.* on that tract of land belonging to E.W. Mansell, LLC and East West Commons Investors, LLC, being project parcel no. 1, tax parcel no. 19-0930-0-005-0, 19th District, 2nd Section of Cobb County, Georgia pursuant to Project No. S1148 of the Cobb County Water System with the private property interests to be acquired shown on Attachment "A" Plat and shown on Attachment "B" Plat.

BE IT FURTHER RESOLVED AND ORDERED that legal counsel for Cobb County, Georgia is authorized and directed to file such proceedings, and the Chairwoman is authorized to execute this Resolution and Order on behalf of the Board of Commissioners, a Declaration of Taking, and any other documents necessary to effectuated same.

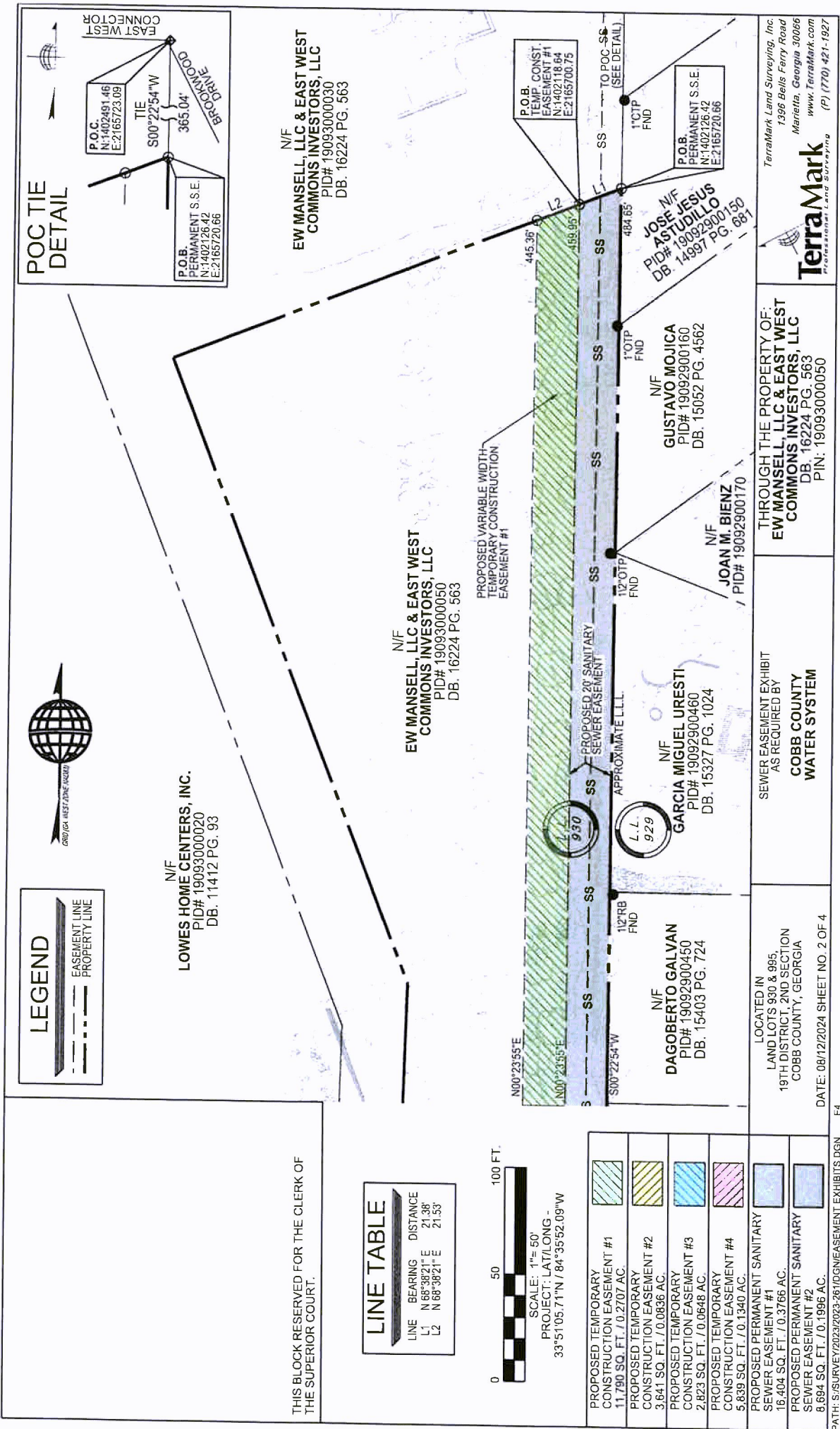
SO RESOLVED AND ORDERED THIS ____ DAY OF _____, 20____.
COBB COUNTY BOARD OF COMMISSIONERS

BY: _____
Lisa N. Cupid, Chairwoman

ATTEST: _____
Pamela L. Mabry, County Clerk

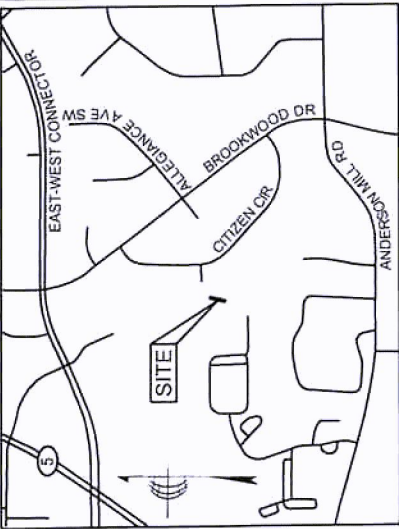
(SEAL)

Attachment "A" Plat



[illegible]

Attachment "B" Plat

THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT.		ACCESS/TEMPORARY CONSTRUCTION EASEMENT FOR COBB COUNTY WATER SYSTEM (BROOKWOOD DRIVE AREA SEWER UPGRADE) (EAST-WEST CONNECTOR) LOCATED IN LAND LOTS 930 & 995, 19TH DISTRICT, 2ND SECTION COBB COUNTY, GEORGIA		LOCATION MAP NOT TO SCALE LAT - 33°51'04.68"N LONG - 84°35'52.93"W 	
SURVEY NOTES 1. THE FIELD DATA UPON WHICH THIS SURVEY IS BASED WAS ESTABLISHED FROM A GPS CONTROL BASELINE. 2. EQUIPMENT USED: A TRIMBLE "S" SERIES TOTAL STATION WAS USED TO OBTAIN ANGULAR MEASUREMENTS AND DISTANCE MEASUREMENTS. A TRIMBLE R-10 DUAL FREQUENCY GPS UNIT WAS USED FOR ESTABLISHING CONTROL. A NETWORK ADJUSTED RTK SURVEY WAS PERFORMED AND ADJUSTED BY RELATIVE POSITIONAL ACCURACY. 3. THE PROPOSED TEMPORARY ACCESS EASEMENT HAS BEEN CALCULATED FOR CLOSURE AND IS ACCURATE WITHIN ONE FOOT IN 1,137,009 FEET. 4. ACCORDING TO THE "FIRM" (FLOOD INSURANCE RATE MAP) OF FULTON COUNTY, GEORGIA (PANEL NUMBER 13067C0201G), DATED 12/16/2008: A PORTION OF THIS EASEMENT LIES WITHIN A SPECIAL FLOOD HAZARD AREA. 5. THE BEARINGS SHOWN ON THIS SURVEY ARE COMPUTED ANGLES BASED ON A GRID BEARING BASE (GA WEST ZONE) NAD83. 6. FIELD WORK FOR THIS PROPERTY WAS COMPLETED ON 12/12/2023.		SURVEYOR'S CERTIFICATE THE PROPERTY HEREON LIES COMPLETELY WITHIN A JURISDICTION WHICH DOES NOT REVIEW OR APPROVE ANY PLATS OR THIS TYPE OF PLAT PRIOR TO RECORDING. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH ANY LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.  WILLIAM C. WOHLFORD, JR., RLS REGISTERED NUMBER: 2577		THROUGH THE PROPERTY OF: EW MANSELL, LLC & EAST WEST COMMONS INVESTORS, LLC DB: 16224 PG. 563 PIN: 19093000050	
PROPOSED ACCESS/TEMPORARY CONSTRUCTION EASEMENT 9,720 SQ. FT. / 0.2231 AC.	LOCATED IN LAND LOTS 930 & 995, 19TH DISTRICT, 2ND SECTION COBB COUNTY, GEORGIA	ACCESS/TEMPORARY CONSTRUCTION EASEMENT AS REQUIRED BY COBB COUNTY WATER SYSTEM	TerraMark Land Surveying, Inc. 1396 Bells Ferry Road Marietta, Georgia 30066 www.TerraMark.com (P) (770) 421-1927 TerraMark Professional Land Surveying		

LEGEND

- EASEMENT LINE
- PROPERTY LINE

POC TIE DETAIL

THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT.

SCALE: 1"= 50'

PROJECT: LAT/LONG - 33°51'05.71"N / 84°35'52.09"W

N/F
SREIT ALTA MILL APARTMENTS, LLC
PID# 19099400010
DB: 16017 PG. 2451

N/F
EW MANSELL, LLC & EAST WEST COMMONS INVESTORS, LLC
PID# 19093000050
DB: 16224 PG. 563

N/F
MT RE HOLDINGS, LLC
PID# 19092900540
DB: 15277 PG. 1805

N/F
DANIEL MORALES
PID# 19099600110
DB: 14460 PG. 5672

N/F
AARON LEE PATE & SENG ELIAW
PID# 19099600120
DB: 15777 PG. 4499

N/F
GREENFLOWER GAFL2019B, LLC
PID# 19092900420
DB: 15564 PG. 118

LEGEND
(APPARENT) 50' R/W

THROUGH THE PROPERTY OF:
EW MANSELL, LLC & EAST WEST COMMONS INVESTORS, LLC
DB: 16224 PG. 563
PIN: 19093000050

ACCESS/TEMPORARY CONSTRUCTION EASEMENT AS REQUIRED BY COBB COUNTY WATER SYSTEM

LOCATED IN:
LAND LOTS 930 & 995,
19TH DISTRICT, 2ND SECTION
COBB COUNTY, GEORGIA

DATE: 04/23/2026 SHEET NO. 2 OF 2

PROPOSED ACCESS/TEMPORARY CONSTRUCTION EASEMENT
9,720 SQ. FT. / 0.2231 AC.

TerraMark Land Surveying, Inc.
1396 Bells Ferry Road
Marietta, Georgia 30066
www.TerraMark.com
(P) (770) 421-1927

PATH: S:\SURVEY\2023\2023-261\DGN\EASEMENT EXHIBITS REV2 DGN

F4

PROPOSED ACCESS/TEMPORARY
CONSTRUCTION EASEMENT
9,720 SQ. FT. / 0.2231 AC

LOCATED IN
LAND LOTS 930 & 995,
19TH DISTRICT, 2ND SECTION
COBB COUNTY, GEORGIA

ACCESS/TEMPORARY CONSTRUCTION EASEMENT
AS REQUIRED BY
**COBB COUNTY
WATER SYSTEM**

THROUGH THE PROPERTY OF:
**EW MANSELL, LLC & EAST WEST
 COMMONS INVESTORS, LLC**
 DB. 16224 PG. 563
 PIN: 190930000050

 **TerraMark**
Professional Land Surveying

TerraMark Land Surveying, Inc.
1396 Bells Ferry Road
Marietta, Georgia 30066
www.TerraMark.com
(P) (770) 421-1927

ELEGANT LANE
APPROXIMATE 50' R/W)

N/F
MT RE HOLDINGS, LLC
PID# 19092900540
DB. 15277 PG. 1805

N/F
DANIEL MORALES
PID# 19099600110
DB. 14460 PG. 5672

N/F
AARON LEE PATE &
SENG EILIAW
PID# 19099600120
DB. 15777 PG. 4499

ATTACHMENT 2

PROJECT NAME:	Brookwood Drive Area Sewer Upgrade
PROGRAM NUMBER:	S1148
PARCEL NUMBER(S):	3
PROPERTY OWNERS:	EW Mansell, LLC and East West Commons Investors, LLC Attn: Jan R. Saperstein 19 Conifer Circle Atlanta, GA 30342
TAX PARCEL I.D. NUMBER(S):	19-0930-0-003-0
ACQUISITION: Permanent Sanitary Sewer Easement: Temporary Construction Easements:	7818 square feet (0.179 acres +/-) 1432 square feet (0.0328 acres +/-)
PROPERTY SIZE:	3.42 acres +/-
LOCATION OF STRUCTURE:	East side of property line
CONTACTS: First: Last:	September - 2024 October - 2025
ACQUISITION MANAGER:	Angela Robinson
ZONING:	Commercial 4 - Neighborhood Shopping Center
HIGHEST & BEST USE:	Commercial Retail Use
MISCELLANEOUS:	No successful terms could be agreed to after multiple letters, certified letters, conference meetings and independent appraisals.

Reference No.

7

RESOLUTION AND ORDER

A RESOLUTION AND ORDER OF THE COBB COUNTY BOARD OF COMMISSIONERS AUTHORIZING CONDEMNATION OF A TRACT OF LAND COMPRISED OF 1432 SQUARE FEET OF TEMPORARY CONSTRUCTION EASEMENT, AND 7818 SQUARE FEET OF PERMANENT SANITARY SEWER EASEMENT, BEING PROJECT PARCEL NO. 3, TAX PARCEL NO. 19-0930-0-003-0, 19TH DISTRICT, 2ND SECTION OF COBB COUNTY, GEORGIA, BY DECLARATION OF TAKING METHOD PURSUANT TO THE PROVISIONS OF O.C.G.A. §§ 22-3-140 AND 32-3-4 *ET SEQ.*

WHEREAS, O.C.G.A. §§ 22-3-140 and 32-3-4 *et seq.*, authorize Cobb County to file a condemnation proceeding *in rem* utilizing a method known as Declaration of Taking to acquire private property interests for its public sewage system upon payment of just and adequate compensation to the person or persons entitled to such payment upon the Cobb County Board of Commissioners (Board of Commissioners) finding that circumstances are appropriate for the use of said method; and

WHEREAS, the Board of Commissioners finds and believes that circumstances are appropriate for the use of the declaration of taking method to acquire a temporary construction easement and a permanent sanitary sewer easement for construction of a sewage system purposes on private property belonging to E.W. Mansell, LLC and East West Commons Investors, LLC, being project parcel no. 3, tax parcel no. 19-0930-0-003-0, 19th District, 2nd Section of Cobb County, Georgia pursuant to Project No. S1148 of the Cobb County Water System.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Cobb County Board of Commissioners that circumstances are such that it is necessary to obtain judicial ascertainment through condemnation proceedings by Declaration of Taking pursuant to O.C.G.A. §§ 22-3-140 and 32-3-4 *et seq.* on that tract of land belonging to E.W. Mansell, LLC and East West Commons Investors, LLC, being project parcel no. 3, tax parcel no. 19-0930-0-003-0, 19th District, 2nd Section of Cobb County, Georgia pursuant to Project No. S1148 of the Cobb County Water System with the private property interests to be acquired shown on Attachment "A" Plat.

BE IT FURTHER RESOLVED AND ORDERED that legal counsel for Cobb County, Georgia is authorized and directed to file such proceedings, and the Chairwoman is authorized to execute this Resolution and Order on behalf of the Board of Commissioners, a Declaration of Taking, and any other documents necessary to effectuated same.

SO RESOLVED AND ORDERED THIS ____ DAY OF _____, 20__.

COBB COUNTY BOARD OF COMMISSIONERS

BY: _____
Lisa N. Cupid, Chairwoman

ATTEST:

Pamela L. Mabry, County Clerk

(SEAL)



COBB COUNTY
COMMUNITY DEVELOPMENT AGENCY

P.O. Box 649
Marietta, GA 30061-0649
Phone (770) 528-2128 Fax: (770) 528-2126
jessica.guinn@cobbcounty.org

Jessica Guinn, AICP
Director

CERTIFIED MAIL
7020 0090 0000 6545 3205

May 15, 2026

The Honorable Tommy Allegood
Mayor
City of Acworth
4415 Center Street
Acworth, Georgia 30101

Re: Petition for Annexation- 3870, 3860, 3840 Nance Road –Land Lot 85, Parcel 070 of the 20th District, Cobb County, Georgia; Notice of Non-Objection with Stipulations.

Dear Mayor, Allegood:

We are in receipt of the above-referenced annexation and rezoning request. Please accept this response to the annexation proposal for the parcels listed above. The subject property is currently zoned R-20, and is within an area identified as Low Density Residential (LDR) according to the Cobb County Future Land Use Map. The city is requesting an Office Professional (OP) zoning district.

The road frontages associated with this petition are currently (and will continue to be) under the jurisdiction and maintenance responsibility of the City of Acworth. The subject property has the necessary contiguity with the existing Acworth boundary for annexation. There are no county buildings or facilities on the property. This tract of land was a part of a previous annexation request submitted to the City of Acworth in January of 2026. That request included an additional parcel across Lakeview Way, which was withdrawn before Cobb County received certified notice. While the current proposal would reduce the size of an existing unincorporated island, approval of the annexation would eliminate the existing contiguity between the remaining unincorporated county parcels and separate a single contiguous county area into two new unincorporated islands. Unlike the circumstances addressed in *Calloway v. City of Fayetteville*, this proposal does not just reshape or reduce a preexisting island; it also creates multiple distinct islands through the destruction of existing county contiguity. The proposed annexation appears inconsistent with the intent of OCGA § 36-36-4 regarding the creation of unincorporated islands.

The OP city zoning district is objectionable according to Exhibit "A" of the HB 489 Intergovernmental Agreement within the Low Density Residential County Future Land Use category. However, since that agreement's adoption, the Mayor and Board of Aldermen of

Re: Petition for Annexation- 3870, 3860, 3840 Nance Road –Land Lot 85, Parcel 070 of the 20th District, Cobb County, Georgia; Notice of Non-Objection with Stipulations.

Acworth eliminated the OIT (Office Institutional Transitional) zoning district and rezoned all existing OIT zoned land to OP. Moreover, the OIT zoning district is appropriate next to existing non-residential development in areas designated as Low Density Residential.

For new nonresidential developments that can be connected, regardless of distance or easements required, to active sewer by gravity with an engineered design acceptable to the county water system, an active sewer by gravity shall be extended by the property owner and/or developer to serve the development, complying with Cobb County Code Section 122-130 (d).

Per Section 4 of the Intergovernmental Agreement on Land Use, the County cannot object to annexations within existing islands. Based on this information, Cobb County does not object to the pending request with the following stipulations in accordance with the Intergovernmental Agreement and O.C.G.A. § 36-36-112.

- The City of Acworth annexes the newly created unincorporated island using all methods described in Title 36, Chapter 36, including Article 6 - Annexation of Unincorporated Islands (§§ 36-36-90 — 36-36-92).

In summary, please accept this letter as the County's formal **notice of non-objection with stipulation** to the proposed annexation and rezoning to the city zoning OP zoning district. Please see the attached comments from the Cobb County departments below. Should you have any questions or need any additional information, please contact Donald Wells, Intergovernmental Coordinator, at (770) 528-2199 or donald.wells@cobbcounty.gov.

Re: Petition for Annexation- 3870, 3860, 3840 Nance Road –Land Lot 85, Parcel 070 of the 20th District, Cobb County, Georgia; Notice of Non-Objection with Stipulations.

Sincerely,

Lisa Cupid, Chair

cc: Jackie McMorris, County Manager – VIA E-mail
Bill Volckmann, Deputy County Manager – VIA E-mail
Debra Blair, County Attorney- VIA E-mail
Brian Johnson, Senior Associate County Attorney, VIA E-mail
Jessica Guinn, Community Development Director – VIA E-mail
Phillip Westbrook, Senior Planner, Planning Division – VIA E-mail
Pamela Mabry, County Clerk – Via E-Mail
James Albright, City Manager- Via E-Mail
Douglas R. Haynie, City Attorney- Via E-Mail
Regina R. Russell, City Clerk- Via E-Mail
Darryl Simmons, Development Director- Via E-Mail

Re: Petition for Annexation- 3870, 3860, 3840 Nance Road –Land Lot 85, Parcel 070 of the 20th District, Cobb County, Georgia; Notice of Non-Objection with Stipulations.

[signature page continued]

Sincerely,

Keli A. Gambrill

Keli Gambrill, District 1 Commissioner

cc: Jackie McMorris, County Manager – VIA E-mail
Bill Volckmann, Deputy County Manager – VIA E-mail
Debra Blair, County Attorney- VIA E-mail
Brian Johnson, Senior Associate County Attorney, VIA E-mail
Jessica Guinn, Community Development Director – VIA E-mail
Phillip Westbrook, Senior Planner, Planning Division – VIA E-mail
Pamela Mabry, County Clerk – Via E-Mail
James Albright, City Manager- Via E-Mail
Douglas R. Haynie, City Attorney- Via E-Mail
Regina R. Russell, City Clerk- Via E-Mail
Darryl Simmons, Development Director- Via E-Mail

Re: Petition for Annexation- 3870, 3860, 3840 Nance Road –Land Lot 85, Parcel 070 of the 20th District, Cobb County, Georgia; Notice of Non-Objection with Stipulations.

[signature page continued]

Sincerely,

Erick Allen, District 2 Commissioner

cc: Jackie McMorris, County Manager – VIA E-mail
Bill Volckmann, Deputy County Manager – VIA E-mail
Debra Blair, County Attorney- VIA E-mail
Brian Johnson, Senior Associate County Attorney, VIA E-mail
Jessica Guinn, Community Development Director – VIA E-mail
Phillip Westbrook, Senior Planner, Planning Division – VIA E-mail
Pamela Mabry, County Clerk – Via E-Mail
James Albright, City Manager- Via E-Mail
Douglas R. Haynie, City Attorney- Via E-Mail
Regina R. Russell, City Clerk- Via E-Mail
Darryl Simmons, Development Director- Via E-Mail

Re: Petition for Annexation- 3870, 3860, 3840 Nance Road –Land Lot 85, Parcel 070 of the 20th District, Cobb County, Georgia; Notice of Non-Objection with Stipulations.

[signature page continued]

Sincerely,

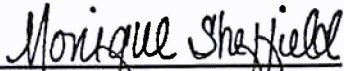

JoAnn K. Birrell, District 3 Commissioner

cc: Jackie McMorris, County Manager – VIA E-mail
Bill Volckmann, Deputy County Manager – VIA E-mail
Debra Blair, County Attorney- VIA E-mail
Brian Johnson, Senior Associate County Attorney, VIA E-mail
Jessica Guinn, Community Development Director – VIA E-mail
Phillip Westbrook, Senior Planner, Planning Division – VIA E-mail
Pamela Mabry, County Clerk – Via E-Mail
James Albright, City Manager- Via E-Mail
Douglas R. Haynie, City Attorney- Via E-Mail
Regina R. Russell, City Clerk- Via E-Mail
Darryl Simmons, Development Director- Via E-Mail

Re: Petition for Annexation- 3870, 3860, 3840 Nance Road –Land Lot 85, Parcel 070 of the 20th District, Cobb County, Georgia; Notice of Non-Objection with Stipulations.

[signature page continued]

Sincerely,



Monique Sheffield, District 4 Commissioner

cc: Jackie McMorris, County Manager – VIA E-mail
Bill Volckmann, Deputy County Manager – VIA E-mail
Debra Blair, County Attorney- VIA E-mail
Brian Johnson, Senior Associate County Attorney, VIA E-mail
Jessica Guinn, Community Development Director – VIA E-mail
Phillip Westbrook, Senior Planner, Planning Division – VIA E-mail
Pamela Mabry, County Clerk – Via E-Mail
James Albright, City Manager- Via E-Mail
Douglas R. Haynie, City Attorney- Via E-Mail
Regina R. Russell, City Clerk- Via E-Mail
Darryl Simmons, Development Director- Via E-Mail

County Staff Comments and Recommendations

**3850, 3860, 3870 Nance Road
City of Acworth**

Water System- Christopher Duggan

Water service for the proposed annexed properties is provided by the existing CCWS water main on Nance Rd

Wastewater for the parcels is not currently treated by CCWS but is in the Northwest Cobb WRF treatment area, where there is currently sufficient capacity. Permit issuances are subject to continued WRF compliance with EPD discharge requirements.

Because CCWS will continue to own and maintain water in public rights-of-way and public easements, there would be no infrastructure loss.

Planning- Historic Preservation-Mandy Elliott

No Comment

Cobb County Fire Marshal's Office-Rock Toler

No Comment

GIS- Brad Gordon

No Comment

County Staff Comments and Recommendations

**3850, 3860, 3870 Nance Road
City of Acworth**

Cobb DOT-Wilson Collins

Lakeview Way, classified as a Local Road, is located within the City of Acworth's existing right-of-way and will continue to be owned and maintained by the City of Acworth.

Nance Road, classified as an Arterial Road, is located within the City of Acworth's existing right-of-way and will continue to be owned and maintained by the City of Acworth.

No known drainage infrastructure has been identified by Cobb DOT within Parcel PIN: 20008500470, 20008500480, or 20008500490. Any existing or proposed drainage infrastructure located within the parcel or will become the responsibility of the City of Austell upon annexation, transferring ownership and maintenance obligations accordingly.

Since Cobb Department of Transportation does not maintain current ownership or maintenance responsibility for the existing right-of-way and no county-maintained drainage infrastructure is present, no infrastructure loss is anticipated at this time.

Cemetery Preservation Committee- Helga Hong

No comments

Annexation Location Map

May 2026

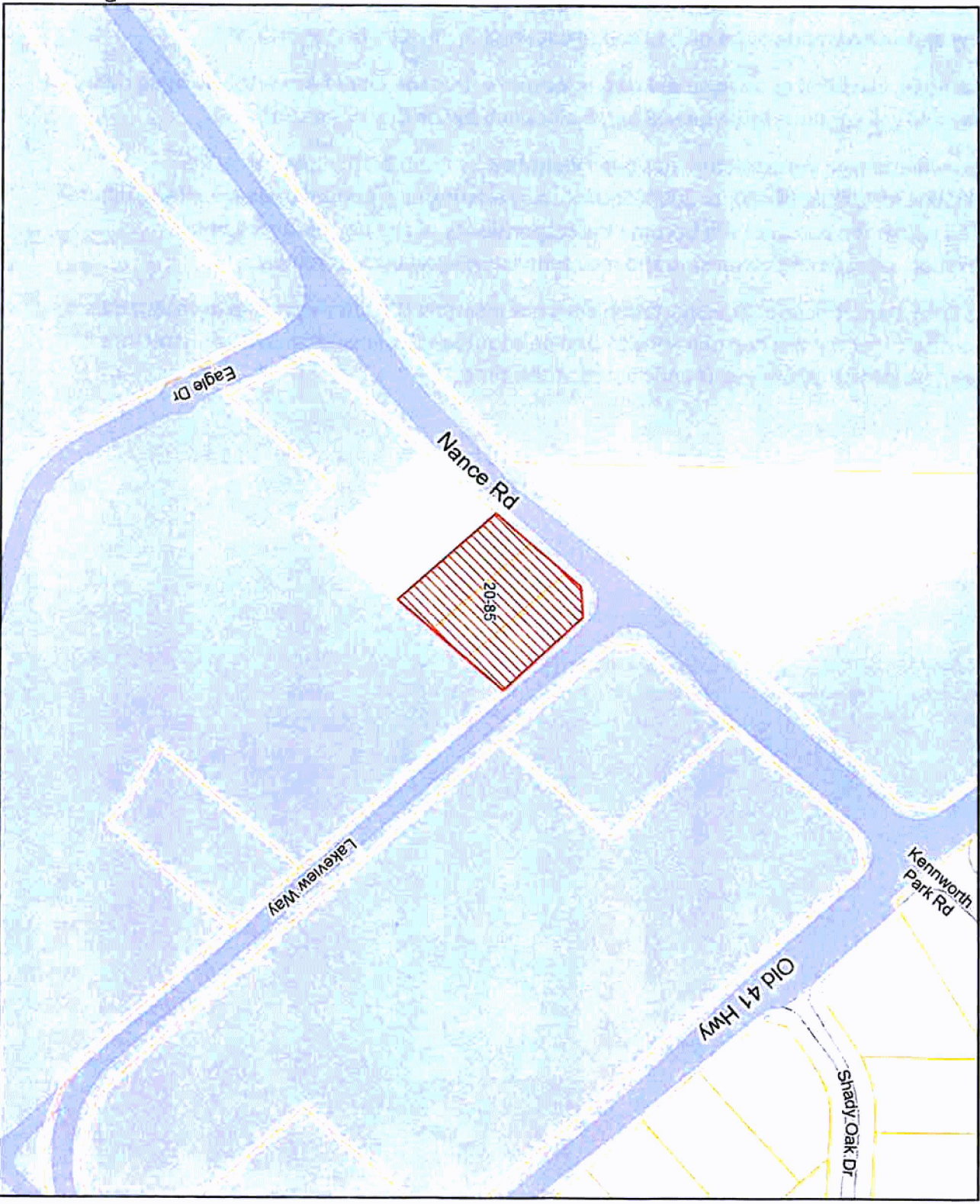
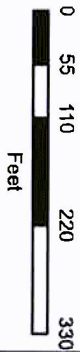


20th District
Land Lots: 0085
Parcels: 20008500490,
20008500480,
& 20008500470

Acreage: $\approx$ 0.71

Legend

-  De/Annexations
-  Acworth
-  Austell
-  Kennesaw
-  Mableton
-  Marietta
-  Powder Springs
-  Smyrna
-  Unincorporated
Parcels



COBB COUNTY BOARD OF COMMISSIONERS

RESOLUTION

ADOPTING ALL BUDGET AMENDMENTS SET
FORTH IN AGENDA ITEMS ON THIS DATE

WHEREAS, Georgia Law, O.C.G.A. § 36-81-3 (b), requires each unit of government to operate under an annual balanced budget adopted by ordinance or resolution; and

WHEREAS, Cobb County Code 2-49 provides for revisions to the adopted budget during the year only by formal action of the commission in a regular meeting; and

WHEREAS, in official opinion date February 24, 1999, the Attorney General of the State of Georgia concluded that all amendments to the budgets of local government must be adopted by ordinance or resolution;

NOW, THEREFORE, BE IT RESOLVED the Cobb County Board of Commissioners does hereby adopt all such budget amendments as are set forth in agenda items which are adopted by the Board of Commissioners without change this date, as well as other such budget amendments as shall be specifically detailed in motions adopted by the Board of Commissioners this date.

This 26th of May 2026

Attachment A: CDBG Program Reallocations

Transfer Type	Budget Line	Organization/Project Description	Amount
Transfer from:	285-390-PI25-PI25U-U-6574	Program Income Uncommitted - CDBG	\$ (37,059.02)
Transfer from:	285-390-PI25-PI25B-B-6574	Cobb County CDBG Program Office - Bank Interest	\$ (256.34)
Subtotal			\$ (37,315.36)
Transfer to:	285-390-PI25-PI25E-F-6574	The Extension, Inc. - Facility Renovations	\$ 37,315.36
Total			\$ 37,315.36

Reference No. 24

Attachment B: HOME Program Reallocations			
Transfer Type	Budget Line	Organization/Project Description	Amount
2025 Program Year			
Transfer from:	287-390-HM25-H25SM-R-6618	The Salvation Army, A Georgia Corporation - Tenant Based Rental Assistance	\$ (43,480.96)
Subtotal			\$ (43,480.96)
Transfer to:	287-390-HM25-H25ZK-R-6618	Zion Keepers, Inc. - Tenant Based Rental Assistance	\$ 21,740.48
Transfer to:	287-390-HM25-H25CF-R-6618	The Center for Family Resources, Inc. - Tenant Based Rental Assistance	\$ 21,740.48
Total			\$ 43,480.96

Reference No. 24

PY2026 Community Development Block Grant (CDBG) Funding Recommendations

Allocation - \$ 3,124,103.00

Project Description	70% Allocation	Net Allocation +/-	Final Allocation	Fund	Dept	Major Program	Phase	Program	Revenue	Expense
Public Services										
Youth Assistance										
Advocates For Bartow's Children, Inc.	\$ 6,750.00	\$ 5,000.00	\$ 11,750.00	285	390	CD26	P	C26AB	4412	6574
SafePath Children's Advocacy Center, Inc. - Youth Advocacy - Operating Costs	\$ 50,000.00	\$ 20,000.00	\$ 70,000.00	285	390	CD26	P	C26CP	4412	6574
Youth Empowerment through Learning, Leading, and Serving, Inc. (YELLS) - Youth Services - Operating Costs	\$ 20,000.00	\$ 5,000.00	\$ 25,000.00	285	390	CD26	P	C26YE	4412	6574
Homeless Prevention Assistance										
Latin American Association - Latino Homelessness Prevention - Operating Costs	\$ 17,500.00	\$ (17,500.00)	\$ -	285	390	CD26	P	C26AA	4412	6574
The Salvation Army, A Georgia Corporation - Emergency Services - Salary Costs	\$ 25,000.00	\$ (10,000.00)	\$ 15,000.00	285	390	CD26	P	C26SM	4412	6574
Zion Baptist Church - Community Assistance - Operating Costs	\$ 15,000.00	\$ 15,000.00	\$ 30,000.00	285	390	CD26	P	C26ZB	4412	6574
Homeless Activities										
The Extension, Inc. - Women Shelter - Operating Costs	\$ 50,000.00	\$ 20,000.00	\$ 70,000.00	285	390	CD26	P	C26CE	4412	6574
Domestic Violence Assistance										
LiveSafe Resources, Inc. - Housing Program - Salary Costs	\$ 35,000.00	\$ 5,000.00	\$ 40,000.00	285	390	CD26	P	C26LR	4412	6574
Case Management										
Catholic Charities of the Archdiocese of Atlanta - Housing Services - Operating Costs	\$ 6,750.00	\$ -	\$ 6,750.00	285	390	CD26	P	C26CD	4412	6574
Davis Direction Foundation, Inc - Zone 4 Recovery Coaching - Operating Costs	\$ 15,000.00	\$ 5,000.00	\$ 20,000.00	285	390	CD26	P	C26DF	4412	6574
MUST Ministries, Inc - TBRA Program - Salary Costs	\$ 20,000.00	\$ 15,000.00	\$ 35,000.00	285	390	CD26	P	C26CJ	4412	6574
The Center for Family Resources - TBRA Program - Salary Costs	\$ 20,000.00	\$ 10,000.00	\$ 30,000.00	285	390	CD26	P	C26CF	4412	6574
Zion Keepers, Inc - TBRA Program - Salary Costs	\$ 50,000.00	\$ 15,000.00	\$ 65,000.00	285	390	CD26	P	C26ZK	4412	6574
Job Training										
WorkSource Cobb /CobbWorks	\$ 20,000.00	\$ 5,000.00	\$ 25,000.00	285	390	CD26	P	C26WS	4412	6574
Public Facilities										
Good Samaritan Health Center of Cobb - Clinic Renovations	\$ 75,000.00	\$ 25,000.00	\$ 100,000.00	285	390	CD26	F	C26GS	4412	6574
LiveSafe Resources, Inc. - Facility Renovations	\$ 15,000.00	\$ 5,000.00	\$ 20,000.00	285	390	CD26	F	C26LR	4412	6574
Tommy Nobis Center - New Facility Renovations	\$ 128,461.37	\$ 21,538.63	\$ 150,000.00	285	390	CD26	F	C26CN	4412	6574
Ser Familia - Facility Renovations	\$ 100,000.00	\$ 15,000.00	\$ 115,000.00	285	390	CD26	F	C26SF	4412	6574
Special Needs Cobb - Housing Rehabilitation	\$ 100,000.00	\$ 57,078.40	\$ 157,078.40	285	390	CD26	F	C26SN	4412	6574
The Center for Children and Young Adults - Facility Renovations	\$ 100,000.00	\$ -	\$ 100,000.00	285	390	CD26	F	C26CC	4412	6574
Zion Keepers, Inc - Shelter Renovations	\$ 75,000.00	\$ -	\$ 75,000.00	285	390	CD26	F	C26ZK	4412	6574
Cooperating Cities										
City of Acworth - Facility Improvements	\$ 75,387.00	\$ 20,401.00	\$ 95,788.00	285	390	CD26	F	C26C1	4412	6574
City of Austell - Facility Improvements	\$ 28,143.00	\$ 4,781.00	\$ 32,924.00	285	390	CD26	F	C26C2	4412	6574
City of Kennesaw - Infrastructure Improvements	\$ 113,322.00	\$ 27,696.00	\$ 141,018.00	285	390	CD26	F	C26C3	4412	6574
City of Mableton - Facility Improvements	\$ 263,917.00	\$ 70,376.00	\$ 334,293.00	285	390	CD26	F	C26C4	4412	6574
City of Powder Springs -Facility Improvements	\$ 58,685.00	\$ 13,399.00	\$ 72,084.00	285	390	CD26	F	C26C8	4412	6574
City of Smyrna										
City of Smvrna - Administration & Planning	\$ 28,309.23	\$ 24,210.17	\$ 52,519.40	285	390	CD26	A	C26SA	4412	6574

Reference No. 215

City of Smyrna - Administration & Planning to Cobb County CDBG Office	\$	10,000.00	\$	-	\$	10,000.00	285	390	CD26	A	C26SA	4412	6312
City of Smyrna - Various Public Facility Projects	\$	191,546.15	\$	58,531.45	\$	250,077.60	285	390	CD26	F	C26S8	4412	6574
Subtotal	\$	229,855.38	\$	82,741.62	\$	312,597.00							
County Programs													
Cobb County Housing Rehabilitation - Administration	\$	90,000.00	\$	60,000.00	\$	150,000.00	285	390	CD26	S	C26C6	4412	6312
Cobb County Owner-Occupied Housing Rehabilitation Grants	\$	150,000.00	\$	50,000.00	\$	200,000.00	285	390	CD26	W	C26C5	4412	6574
Subtotal	\$	240,000.00	\$	110,000.00	\$	350,000.00							
Administrative and Planning													
Cobb County CDBG Program Office Administration and Planning - CDBG Program Office	\$	90,000.00	\$	-	\$	90,000.00	285	390	CD26	A	C26CA	4412	6312
Cobb County CDBG Program Office Administration and Planning - Contract	\$	350,556.15	\$	184,264.45	\$	534,820.60	285	390	CD26	A	C26CA	4412	6574
Subtotal	\$	440,556.15	\$	184,264.45	\$	624,820.60							
GRAND TOTAL	\$	2,394,326.90	\$	729,776.10	\$	3,124,103.00							

PY2026 HOME Investment Partnership (HOME) Funding Recommendations

70% Allocation - \$ 1,058,551.50

Project Description	70% Allocation	Net Allocation +/-	Final Allocation	Fund	Dept	Major Program	Phase	Program	Revenue	Expense
Tenant Based Rental Assistance										
The Center for Family Resources, Inc.	\$ 77,082.08	\$ 19,780.79	\$ 96,862.87	287	390	HM26	R	H26CF	4412	6618
LiveSafe Resources, Inc.	\$ 120,000.00	\$ 19,780.79	\$ 139,780.79	287	390	HM26	R	H26CY	4412	6618
MUST Ministries, Inc.	\$ 150,000.00	\$ 19,780.79	\$ 169,780.79	287	390	HM26	R	H26CJ	4412	6618
Society of St. Vincent De Paul Georgia	\$ 25,000.00	\$ 19,780.79	\$ 44,780.79	287	390	HM26	R	H26SV	4412	6618
Zion Keepers, Inc.	\$ 120,000.00	\$ 19,780.80	\$ 139,780.80	287	390	HM26	R	H26ZK	4412	6618
Subtotal	\$ 492,082.08	\$ 98,903.96	\$ 590,986.04							
Other Affordable Housing Activities										
Cole Street Development Corporation -Acquisition & Rehabilitation - Rental	\$ 100,000.00	\$ 50,000.00	\$ 150,000.00	287	390	HM26	Q	H26CI	4412	6618
Subtotal	\$ 100,000.00	\$ 50,000.00	\$ 150,000.00							
Planning and Administration/CHDO										
Cobb County HOME Program Administration	\$ 74,583.15	\$ (64,583.15)	\$ 10,000.00	287	390	HM26	A	H26CA	4412	6619
Cobb County COBG Program Office Administration and Planning - Contract	\$ 10,000.00	\$ 85,855.15	\$ 95,855.15	287	390	HM26	A	H26CA	4412	6574
Cole Street Development Corporation - CHDO Activities (15%)	\$ 126,874.73	\$ 31,908.00	\$ 158,782.73	287	390	HM26	C	H26CI	4412	6617
Cole Street Development Corporation - CHDO Operating (5%)	\$ 42,291.58	\$ 10,636.00	\$ 52,927.58	287	390	HM26	O	H26BI	4412	6617
Subtotal	\$ 253,749.46	\$ 63,816.00	\$ 317,565.46							
GRAND TOTAL	\$ 845,831.54	\$ 212,719.96	\$ 1,058,551.50							

Reference No. 25

70% Allocation - \$ 276,034.00

PY2026 Emergency Solutions Grant (ESG) Funding Recommendations

Project Description	70% Allocation	Net Allocation +/-	Final Allocation	Fund	Dept	Major Program	Phase	Program	Revenue	Expense
Emergency Shelter Activities										
liveSAFE Resources, Inc. - Shelter Operations - Domestic Violence Shelter	\$ 15,000.00	\$ 7,500.00	\$ 22,500.00	285	390	ES26	E	E26CY	4412	6574
MUST Ministries, Inc.- Shelter Operations - Emergency Shelter	\$ 20,000.00	\$ 10,000.00	\$ 30,000.00	285	390	ES26	E	E26CJ	4412	6574
Society of Saint Vincent De Paul - Shelter Operations - House of Dreams for Women	\$ 15,000.00	\$ 5,000.00	\$ 20,000.00	285	390	ES26	E	E26CH	4412	6574
The Center for Family Resources, Inc.- Shelter Operations - Emergency Shelter	\$ 15,000.00	\$ 5,000.00	\$ 20,000.00	285	390	ES26	E	E26CB	4412	6574
The Extension, Inc. - Shelter Operations - Shelter Program & Operations for Men's Shelter	\$ 20,000.00	\$ 10,000.00	\$ 30,000.00	285	390	ES26	E	E26CE	4412	6574
Zion Keepers, Inc. - Shelter Operations	\$ 15,000.00	\$ -	\$ 15,000.00	285	390	ES26	E	E26ZK	4412	6574
Subtotal	\$ 100,000.00	\$ 37,500.00	\$ 137,500.00							
Homelessness Prevention Activities										
Latin American Association, Inc.	\$ 15,000.00	\$ (15,000.00)	\$ -	285	390	ES26	H	E26LA	4412	6574
Ser Familia, Inc.	\$ 15,000.00	\$ 23,718.33	\$ 38,718.33	285	390	ES26	H	E26SF	4412	6574
The Salvation Army Marietta Corps	\$ 17,894.79	\$ (5,000.00)	\$ 12,894.79	285	390	ES26	H	E26SM	4412	6574
Zion Keepers, Inc.	\$ 20,000.00	\$ 23,718.33	\$ 43,718.33	285	390	ES26	H	E26ZK	4412	6574
Subtotal	\$ 67,894.79	\$ 27,436.66	\$ 95,331.45							
Shelter Outreach Activities										
Davis Direction Foundation, Inc.	\$ 12,500.00	\$ 10,000.00	\$ 22,500.00	285	390	ES26	H	E26DF	4412	6574
Subtotal	\$ 12,500.00	\$ 10,000.00	\$ 22,500.00							
Administration and Planning										
Cobb County ESG Program Administration	\$ 9,626.61	\$ (8,924.06)	\$ 702.55	285	390	ES26	A	E26CA	4412	6574
Cobb County CDBG Program Office Administration and Planning - Contract	\$ 5,000.00	\$ 15,000.00	\$ 20,000.00	285	390	ES26	A	E26CA	4412	6312
Subtotal	\$ 14,626.61	\$ 6,075.94	\$ 20,702.55							
GRAND TOTAL	\$ 195,021.40	\$ 81,012.60	\$ 276,034.00							

Summary

The attached draft of an intergovernmental agreement between the Sheriff, the County and the City would allow the City to house City inmates arrested with charges before the City Court for City ordinance violations at the Cobb County Adult Detention Center.

In exchange for the Sheriff agreeing to provide the services outlined in the Agreement, the City is responsible for a per diem plus the cost of any outside or emergency medical treatment for the City prisoners. The per diem for the first year needs to be set in the agreement. However, the Agreement provides that the per diem be examined each year and set for each January 1st based upon the actual cost of housing city inmates from the previous year as determined by the Sheriff, County Finance Director and City Finance Director.

The City remains responsible for the transport (other than emergency medical transport) of City prisoners, as well as for any lawsuits that may arise related to the City prisoners.

To offset the costs of the per diem and medical expenses to the City, state law allows an extra 10% penalty (County Jail Construction and Staffing Fine Add-on) to be added to fines imposed by the Municipal Court once the attached intergovernmental agreement and attached resolution are adopted by the Board of Commissioners. If the funding generated by the Municipal Court is insufficient to pay the per diem and medical costs of city prisoners, the City pays the difference.

The Agreement is similar to the updated agreements entered into by the Sheriff and County with Kennesaw and Marietta. It uses the same fee arrangement as the older agreements with Austell and Powder Springs.

STATE OF GEORGIA
COUNTY OF COBB

AGREEMENT

THIS AGREEMENT is made and executed this the 15 day of May, 2026, by and between the CITY OF SMYRNA, a municipal corporation of the State of Georgia, by and through its Mayor and City Council ("City") and CRAIG D. OWENS, SR., IN HIS OFFICIAL CAPACITY AS SHERIFF OF COBB COUNTY, GEORGIA ("Sheriff"), and COBB COUNTY, GEORGIA, a political subdivision of the State of Georgia ("County") (individually referred to herein as a "Party" and collectively as the "Parties").

RECITALS

WHEREAS, the City desires to enter into an agreement with the Sheriff and the County for the boarding of male and female prisoners at the Cobb County Adult Detention Center ("CCADC") in Marietta, Georgia, and for the provision of certain services related thereto;

WHEREAS, the Sheriff, as prescribed by law, is the official designated to have charge of the CCADC under O.C.G.A. § 36-9-8, which is owned by the County and operated by countywide revenues;

WHEREAS, the County agrees to permit the use of the CCADC to board City Prisoners, in accordance with this Agreement;

WHEREAS, pursuant to O.C.G.A. § 15-16-13, the Sheriff is authorized to contract with the City, with the written consent of the County, to provide prisoner detention and related law enforcement services to the City;

WHEREAS, O.C.G.A. § 15-16-13 provides that the County shall be reimbursed for the costs incurred by the Sheriff in providing the services under this Agreement;

WHEREAS, in exchange for these services, the City agrees to pay a per diem for its prisoners, which may be offset by the City's imposition of the County Jail Construction and Staffing Act penalty against defendants in municipal court pursuant to the Georgia Const. Art. III, Sec. IX, Para. VI(h) and O.C.G.A. § 15-21-90 *et seq.*;

WHEREAS, pursuant to O.C.G.A. § 15-21-92, on September 24, 1991, the County adopted a resolution authorizing the collection of the County Jail Construction and Staffing Act fine add on;

WHEREAS, in conjunction with this Agreement, the County shall adopt an updated resolution pursuant to O.C.G.A. § 15-21-92 authorizing the imposition of the County Jail Construction and Staffing Act fine add on in the City's Municipal Court in a form similar to Exhibit "A";

WHEREAS, the execution of this intergovernmental contract for the use of the CCADC triggers the ability of the City to implement the County Jail Construction and Staffing Act penalty against defendants in municipal court in accordance with O.C.G.A. § 15-21-92;

WHEREAS, pursuant to Georgia Const. Art. IX, Sec. III, Para. I, the City and the County are authorized to enter into this Agreement; and

WHEREAS, the City is willing to adopt a resolution to impose the County Jail Construction and Staffing Act penalty against defendants in municipal court pursuant to the Georgia Const. Art. III, Sec. IX, Para. VI(h) and O.C.G.A. § 15-21-90 *et seq.* and to keep such resolution in effect during the term of the Agreement and any renewal thereof.

NOW, THEREFORE, for and in consideration of the mutual benefits, covenants and conditions contained herein, the parties agree as follows:

SECTION I **DEFINITION OF "CITY PRISONER"**

"City Prisoner" shall mean a person held in the CCADC when the exclusive basis for confinement is the violation of a City municipal code, or pursuant to a warrant, commitment or order of the Smyrna Municipal Court or following an arrest by a City police officer for any reason including violations of state law and City municipal codes. Persons housed in the CCADC under state warrant shall not be considered City Prisoners. Notwithstanding the foregoing, the Parties acknowledge that the CCADC houses city prisoners from other municipalities under contract.

SECTION II **THE FACILITIES**

The County, as property owner of the CCADC, which is placed in the keeping of the Sheriff under O.C.G.A. § 36-9-8, consents to the Sheriff's use of the CCADC to board City Prisoners, in accordance with this Agreement.

SECTION III **SUPERVISION OF CITY PRISONERS**

Upon request of the City, the Sheriff agrees to house City Prisoners at the CCADC, or at such other related facilities, as the Sheriff, in his sole discretion, deems appropriate.

A. **Sheriff's Responsibilities.** The Sheriff's obligations shall include the following:

1. During incarceration at the CCADC, the Sheriff shall confine City Prisoners in the same manner and to the same extent as similarly situated County prisoners, including provision of basic subsistence services as provided in Section VIII and access to medical services as provided in Sections IX and X.
2. Book in, processing, clothing, fingerprinting, mug shots, and bonding service.

3. Availability of City Prisoners for Smyrna Municipal Court, subject to appropriate notice from the City and/or Smyrna Police Staff for first appearances and other regularly scheduled weekly court calendar during the Term. Provided that the City provides a Police Officer for pick up and standby, the Sheriff shall provide the Municipal Court in-person access and virtual access using virtual court technology;
4. Should any Emergency Medical Services be required, the Sheriff shall cause a deputy to accompany the City Prisoner for up to six hours. After the initial six hours, the City shall be responsible for providing City Prisoner supervision.
5. The Sheriff or his designee shall provide the City notice as soon as reasonably practicable of the transfer of a City Prisoner for Emergency Medical Services to the City in accordance with Section XVI(E)(1).

B. City's Responsibilities. In addition to other responsibilities contained in this Agreement, the City's obligations relative to the Sheriff's supervision of City Prisoners include:

1. **Individuals Eligible to be a City Prisoner.** The City shall only present individuals properly arrested by the City Police Department under authority of law. Such individuals shall not be in need of medical attention at the time that they are presented to be a City Prisoner subject to the terms of this Agreement.
2. **Transport of City Prisoners.** The City shall be responsible for all transport of City Prisoners other than transport to Emergency Medical Services. The City's responsibilities include, but are not limited to, transport to court and to Outside Medical Services.
3. **Supervision of City Prisoners.** The City shall be responsible for supervision of City Prisoners receiving Outside Medical Services, Emergency Medical Services, and Municipal Court access to City Prisoners. In the case of Emergency Medical Services, the City is responsible for supervision as soon as practicable after receiving notice, but in no case more than six hours after notice.
4. **Appropriate Notice.** The City shall provide the Sheriff with appropriate advance notice of City Prisoner's hearings and release dates.
5. **Municipal Court Hearings.** The Smyrna Municipal Court shall ensure that First Appearance Hearings, Bond Hearings, Probation Revocation Hearings, and other essential court related hearings for City Prisoners shall be provided according to state and federal law.

C. Services Not Included in This Agreement. The City acknowledges and agrees that this Agreement does not include:

1. **No City Arrestees in Need of Medical Attention.** The Sheriff will not accept individuals for purposes of housing or supervision initially presented by the City in need of medical attention.

2. **Limited Transport.** The Sheriff will not transport City Prisoners other than transport for Emergency Medical Services. The City is responsible for transporting City Prisoners to in-person court appearances and Outside Medical Services. Additionally, the City is responsible for transporting City Prisoners from Emergency Medical Services to the CCADC.
3. **Supervision During Outside Medical Services, Emergency Medical Services, and Personal Matters.** Except as otherwise provided below, the Sheriff will not provide supervision of City Prisoners at outside medical facilities or while attending to any approved personal matters, such as funerals.
 - a. **Outside Medical Services.** No supervision will be provided by the Sheriff of City Prisoners receiving Outside Medical Services pursuant to Section IX.
 - b. **Emergency Medical Services.** In accordance with Section X, the Sheriff will provide initial supervision up to the first six hours to City Prisoners transported for Emergency Medical Services. The City is responsible for providing supervision of City Prisoners as soon as possible but in no case later than six hours after a City Prisoner is transported for Emergency Medical Services.

SECTION IV **TERM OF AGREEMENT**

- A. **Effective Date.** The Effective Date of this Agreement shall be June 1, 2026.
- B. **Term.** The initial term of this Agreement shall be for a period of 5 years, ("Initial Term"), unless sooner terminated under the provisions of Section XIV. In the event that this Agreement is terminated by the Sheriff for convenience or not extended by the Sheriff at the conclusion of the contract term, the Sheriff shall, at the City's election and with consent of the County, continue to house City Prisoners for an additional six (6) month period in order for the City to make other provisions for housing the inmates, during which time all terms of this Agreement shall remain in effect.

SECTION V **STATEMENT OF INTENT**

The intent of this Agreement is that the Sheriff shall board City Prisoners at the CCADC facilities, but that such operation and boarding shall not result in added cost to the Sheriff or County. All interpretations of this Agreement shall be construed in light of this statement of intent.

SECTION VI **COMPENSATION**

The County shall be entitled to payment of a per diem per City Prisoner supervised by the Sheriff to cover the costs to the Sheriff and County for boarding, basic services and In-House Medical Services. To offset the per diem rate, the City agrees to institute the County Jail Construction and Staffing fine add-on pursuant to O.C.G.A. § 15-21-90 *et seq.*

- A. **Calculation of Per Diem Rate.** Costs will be split proportionately between City and other municipalities under contract in calculating the per diem. Said per diem rate shall be determined and agreed upon by the Sheriff, the County's Finance Director and the City's Finance Director using the following calculation. The per diem rate for each year shall be established on January 1st using the past fiscal year's Actual Expenses, minus Outside Medical Costs, for the Sheriff's Office Detention Division. The Average Daily Inmate Population (ADP) shall be determined by averaging the daily inmate population for each month. The monthly averages shall, in turn, be aggregated and averaged to determine an annual ADP. The annual ADP will be multiplied by 365 and divided into the relevant fiscal year expenses, minus Outside Medical Costs, to determine a per diem cost per City Prisoner. This per diem cost shall then be instituted as the next twelve (12) months per diem rate which shall be charged against the Jail Construction and Staffing fine add-on funds collected by the City in accordance with O.C.G.A. § 15-21-94 to the special account known as the "County Jail Fund," based upon the actual number of City Prisoners supervised by the Cobb County Sheriff's Office.
- B. **Initial Per Diem.** The per diem cost per City Prisoner at the commencement of this contract will be \$80.00.
- C. **Access to Records.** The Sheriff and/or County shall provide the City with the accounting figures and documents upon which the per diem is based at the time of establishing each year's rate, as well as an annual audit of the County Jail Fund.
- D. **Per Diem Period.** For the purpose of per diem calculations, the City will pay for each day beginning with the day of the City Prisoner's first appearance in Municipal Court, so long as the first appearance occurs within 24 hours of arrival, whether the City Prisoner is housed in the CCADC, and concluding on the date of release of the City Prisoner.

SECTION VII

IMPOSITION OF COUNTY JAIL CONSTRUCTION AND STAFFING FINE ADD ON

Payment of the compensation provided for in Section VI(B) above and for cost of Outside Medical Services and Emergency Medical Services paid by the County may be provided for by the City implementing, pursuant to Ga. Const. Art. III, Sec. IX, Para. VI(h), additional penalty assessments for fees in all criminal and traffic cases of this State or involving violations of ordinances of the City. The collection, payment and deposit in the "County Jail Fund," and expenditures of the

monies so collected shall be governed by the provisions of the Jail Construction and Staffing Act, O.C.G.A. § 15-21-90 *et seq.*, as amended. Funds deposited to the "County Jail Fund" by the City and not used for the above purpose and/or for reimbursement of Outside Medical Costs, as set out in Section VI(B), in any one budget year shall be carried forward and credited to the next year's expenses. In the event the amounts collected by the City under the Jail Construction and Staffing Act, as provided for in this section, fall short of the amount of reimbursement to the County for any year, and no funds are carried over from the previous year(s), the City shall make up the deficiency. Specifically, the County's Finance Department and the Sheriff shall advise the City Manager's Office of the amount of the deficiency in the County Jail Fund, produce to the City the supporting documents relating to the account, and the City shall remit the amount of the deficiency within thirty (30) days.

SECTION VIII **SERVICES PROVIDED TO CITY PRISONERS**

While housing City Prisoners at the CCADC pursuant to this Agreement, City prisoners shall receive subsistence services, including but not limited to food, clothing, mugshots, fingerprinting, recreational opportunity, and law library, in the same manner and to the same extent as said services are provided to similarly situated County prisoners. Provision of these services shall begin upon and include all booking, bonding procedures, and completion of all mandated State required paperwork incidental to book-in of the City Prisoner(s), and end upon the prisoner's release from the CCADC. As part of the services provided the City by the Sheriff, upon request, the City may use and properly record the results of breathalyzer tests for the purpose of determining DUI offenders.

SECTION IX **MEDICAL COSTS AND TREATMENT**

While housing City Prisoners at the CCADC pursuant to this Agreement, the Sheriff will provide City Prisoners with reasonable access to medical care, through contract with a third-party medical provider or as otherwise determined by the Sheriff. Medical services provided to prisoners at the CCADC through the designated third-party medical provider ("In-House Medical Services") shall be included in the per diem rate referenced in Section VI(B). City acknowledges that all In-House Medical Services are provided at the CCADC only.

All outside medical, dental, surgical, laboratory services, diagnostic procedures, hospital services and ambulance services ("Outside Medical Services") determined by the CCADC's third party medical provider to be necessary or required, or any services as may be approved by the City when requested by a City Prisoner, shall not be included in the per diem rate or compensation referenced

in Section VI(A) or (B) or Section VII. Any and all Outside Medical Services shall be reimbursed by the City. In the alternative, if Outside Medical Services are billed directly to the City by the Outside Medical Services provider, City shall pay the Outside Medical Services provider accordingly. As provided in this Agreement, the City is responsible for transport and supervision of City Prisoner receiving Outside Medical Services, except in the case of Emergency Medical Services for which Sheriff will provide up to six hours of supervision.

The City agrees that the decision by the CCADC's third-party medical provider to refer prisoners to Kennestone Hospital, Cobb Hospital or such other medical center able to provide the specialized care that may be required is in the discretion of said third party medical provider.

The Sheriff shall be under no obligation to accept any individual as a City Prisoner who is in need of medical attention at the time he or she is delivered to the CCADC. The decision not to accept any prisoner in need of medical attention shall be at the discretion of the Sheriff or his designee, in consultation with the CCADC's third-party medical provider, if necessary. Such prisoner shall not be accepted into the CCADC until such time as he or she is certified medically fit by a physician duly licensed to practice medicine in the State of Georgia.

SECTION X **PROVISIONS FOR EMERGENCY MEDICAL SERVICES**

In the case of an emergency requiring immediate medical care outside the CCADC, the Sheriff or his designee may order or approve the third-party medical provider's order to transfer a City Prisoner under guard to Kennestone Hospital, Cobb Hospital or such other specialized medical center without obtaining the permission or order of the City for Emergency Medical Services. Once a transfer is made under the preceding circumstances, the City shall be notified in the manner specified by Section XVI(E)(1) to immediately respond and attend to the custody of the City Prisoner while outside the confines of the CCADC. In no case may the City wait more than six hours before providing an officer to supervise the City Prisoner receiving Emergency Medical Services.

SECTION XI **RESPONSIBILITY FOR TIMELY RELEASE OF PRISONERS**

The City shall be responsible for coordinating with the Sheriff the release time and dates of each City Prisoner. In order to avoid misunderstanding or unclear directions, the City shall be unilaterally responsible for taking custody of and releasing City Prisoners when incarceration is no longer legally justified. In no event shall the Sheriff, or other officer or employee of the Sheriff or County, have any responsibility to ensure that a City Prisoner is not improperly released from custody or improperly detained beyond the period of legal incarceration.

In the event that a City Prisoner alleges he or she is unlawfully detained at the CCADC, City agrees to provide a defense of the Sheriff and County, including retaining counsel acceptable to the Sheriff and County, to such allegations, including but not limited to any petitions for writ of habeas corpus.

SECTION XII **SHERIFF'S PROCEDURES, RULES AND REGULATIONS**

City Prisoners shall be subject to the Sheriff's procedures, rules and regulations in the same manner and to the same extent as County prisoners, including those regarding the use of inmate accounts, and shall be subject to the Sheriff's disciplinary processes and procedures.

SECTION XIII **ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement of the parties relating to the subject matter. All prior negotiations and understandings are merged in this Agreement. Modification or amendment of this Agreement shall be made only in writing and signed by the parties. No modifications or alterations of this Agreement shall be valid until executed in writing by all parties hereto.

Upon the execution of this Agreement, the City agrees to implement the additional penalties allowed by the Jail Construction and Staffing Act, O.C.G.A. § 15-21-90 *et seq.*

SECTION XIV **TERMINATION**

This Agreement may terminate, in whole or in part, upon any one of the following conditions:

- A. **Mutual Agreement.** The Parties may terminate this Agreement at any time by mutual written consent.
- B. **For Cause.** Any Party may terminate this Agreement for cause upon thirty (30) days prior written notice to the other Parties for failure to perform the terms of the Agreement.
- C. **For Convenience.** Any Party may terminate this Agreement for its convenience at any time upon sixty (60) days prior written notice to other Parties.
- D. **For Suspension of CCADC Facility Operation.** Should the County cease operation of the CCADC for any reason, the Agreement shall, at the option of the Sheriff, become void.
- E. **Upon Conclusion of Agreement.** At the conclusion of the Initial Term or any Renewal Terms agreed to by the Parties, this Agreement shall be terminated unless a new contract is entered.

SECTION XV
INDEMNIFICATION

City agrees to indemnify, to the extent permitted by law, and defend and hold harmless Sheriff, County, and their officials, officers, employees and agents from and against any and all liability, loss, damages, claims, liens, cost and expenses, including attorney's fees, arising out of or due to the performance of this Agreement by Sheriff, County, its officers, employees, and agents whether negligent or not. This section will survive the termination of this Agreement.

SECTION XVI
MISCELLANEOUS

- A. **Governing Law, Jurisdiction.** This Agreement and the rights and obligations of the parties hereto (including third party beneficiaries) shall be governed, construed, and interpreted according to the laws of the State of Georgia. The parties hereby submit to the exclusive jurisdiction of the Superior Court of Cobb County, Georgia for the purposes of all legal proceedings arising out of or relating to this Agreement, and the parties irrevocably waive, to the fullest extent permitted by law, any objection which they may now or hereafter have to the venue of any such proceeding which is brought in such a court.
- B. **Severability.** If any provision of this Agreement shall be held or deemed to be or shall, in fact, be inoperative or unenforceable under any particular circumstances because it conflicts with any provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement.
- C. **Counterparts.** 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.
- D. **Amendments in Writing.** No waiver, amendment, release, or modification of this Agreement shall be established by conduct, custom, or course of dealing, but solely by a document in writing duly executed and delivered by the City, the County, and the Sheriff.
- E. **Notices.** Except as otherwise specifically provided herein, all notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by certified mail, return receipt requested, postage prepaid or when personally delivered or when sent by registered overnight mail or delivery service charges prepaid, or

when so specified herein by Electronic Means, to the Parties hereto at the following addresses or such other address designated by such Party in writing:

1. City:

City of Smyrna
2800 King Street
Smyrna, Ga. 30080
Attention: City Administrator
Telephone: 678 631-5407
Email: mljones@smyrnaga.gov

For notification of Emergency Medical Services:
Chief of Police
Keith Zgonc
678 631-5100

2. Sheriff:

Cobb County Sheriff's Office
185 Roswell Street
Marietta, Ga. 30060
Attention: _____
Telephone: _____
Email: _____

3. County:

Cobb County Manager
100 Cherokee Street
Marietta, Ga. 30090

- F. **Headings.** All headings herein are intended for convenience and ease of reference purposes only and in no way define, limit, or describe the scope or intent thereof, or of this Agreement, or in any way affect this Agreement.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, this Agreement has been executed by the County, the Sheriff and a duly authorized representative of the City of Smyrna as of the date set forth above.

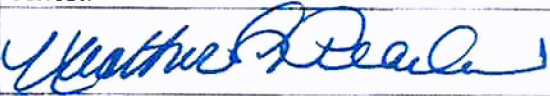
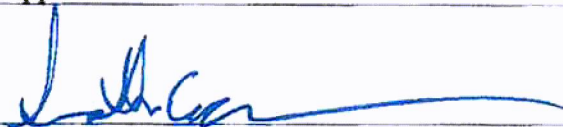
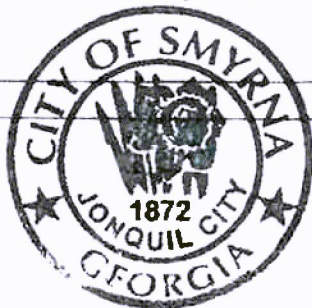
CITY OF SMYRNA	COBB COUNTY
	
Derek Norton, Mayor	Lisa N. Cupid, Chairwoman
Attest:	Attest:
	
Heather K. Peacon-Corn, City Clerk	Pamela L. Mabry, County Clerk
Approved as to Form:	Approved as to Form:
	
Scott Cochran, City Attorney	County Attorney's Office
	COBB COUNTY SHERIFF'S OFFICE
Official City Seal	
	Craig D. Owens, Sr. Sheriff

Exhibit "A"

RESOLUTION OF THE COBB COUNTY BOARD OF COMMISSIONERS REGARDING THE COUNTY JAIL CONSTRUCTION AND STAFFING ACT AND THE USE OF COBB COUNTY ADULT DETENTION CENTER FOR INMATES OF THE CITY OF SMYRNA

WHEREAS, Article III, Section IX, Paragraph VI(h) of the Georgia Constitution and O.C.G.A. § 15-21-90 *et seq.* authorize additional penalty assessments in criminal cases, traffic cases and ordinance violation cases to be used for constructing, operating, and staffing jails and detention facilities by counties ("County Jail Fund Fee");

WHEREAS, on October 24, 1989, the Cobb County Board of Commissioners placed O.C.G.A. § 15-21-90 *et seq.* into effect in Cobb County;

WHEREAS, pursuant to O.C.G.A. § 15-21-92, on September 24, 1991, the County adopted a resolution authorizing the collection and specifying the use of the County Jail Fund Fee in Cobb County;

WHEREAS, the City of Smyrna, Georgia, a municipality in Cobb County, ("City") desires to enter into an intergovernmental agreement to house individuals charged with violations of City ordinances ("City Prisoners") at the Cobb County Adult Detention Center under the supervision of the Cobb County Sheriff;

WHEREAS, the Cobb County Sheriff has consented to supervise such City Prisoners;

WHEREAS, to cover the costs associated with housing such City Prisoners, the City has agreed for Cobb County to receive a per diem to be paid out of the County Jail Fund Fee collected in its Municipal Court;

WHEREAS, in order for the County Jail Fund Fee to be imposed in the City, pursuant to O.C.G.A. § 15-21-92, the County and City must enter into an intergovernmental agreement providing for the use of the county jail or detention facility by City Prisoners; and

WHEREAS, the County desires to update its imposition of the County Jail Funds Fee to include the Municipal Court of the City.

NOW, THEREFORE, BE IT RESOLVED by the Cobb County Board of Commissioners as follows:

1. The Cobb County Board of Commissioners enacts the Jail Construction and Staffing Act, O.C.G.A. § 15-21-90 *et seq.*, in order to make said law applicable for the assessment and collection of the County Jail Fund Fee by the City of Smyrna Municipal Court at the rate specified by O.C.G.A. § 15-21-93 upon the execution of an intergovernmental agreement to house City Prisoners.
2. The County Jail Fund Fee shall be collected and paid over to the County by the tenth day of the month following the month in which such sums are collected pursuant to O.C.G.A. § 15-21-94.
3. The County Jail Fund Fee shall be deposited by the County into the County Jail Fund pursuant to O.C.G.A. § 15-21-94 and utilized in accordance with the Jail Construction and Staffing Act.

4. The Board of Commissioners do hereby authorize the Chairwoman to enter into an intergovernmental agreement with the City of Smyrna, Georgia to provide for the use of the Cobb County Detention Center by City Prisoners, which shall provide for, among other provisions, the deposit of the County Jail Fund Fee assessed and collected by the City of Smyrna pursuant to O.C.G.A. § 15-21-90 *et seq.* and remitted to the County.

SO RESOLVED AND ADOPTED by the Cobb County Board of Commissioners this ____ day of _____, 202__.

CERTIFICATION

The undersigned duly qualified Chairwoman of the Cobb County Board of Commissioners, acting on behalf of the Cobb County Board of Commissioners, certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Cobb County Board of Commissioners held on _____, 202__.

Lisa N. Cupid, Chairwoman
Cobb County Board of Commissioners

ATTEST:

Pamela L. Mabry, County Clerk
Cobb County Board of Commissioners

APPROVED AS TO FORM:

Cobb County Attorney's Office

STATE OF GEORGIA
COUNTY OF COBB

AGREEMENT

THIS AGREEMENT is made and executed this the 21st day of April, 2026, by and between the CITY OF POWDER SPRINGS, a municipal corporation of the State of Georgia, by and through its Mayor and City Council ("City") and CRAIG D. OWENS, SR., IN HIS OFFICIAL CAPACITY AS SHERIFF OF COBB COUNTY, GEORGIA ("Sheriff"), and COBB COUNTY, GEORGIA, a political subdivision of the State of Georgia ("County") (individually referred to herein as a "Party" and collectively as the "Parties").

RECITALS

WHEREAS, the City desires to enter into an agreement with the Sheriff and the County for the boarding of male and female prisoners at the Cobb County Adult Detention Center ("CCADC") in Marietta, Georgia, and for the provision of certain services related thereto;

WHEREAS, the Sheriff, as prescribed by law, is the official designated to have charge of the CCADC under O.C.G.A. § 36-9-8, which is owned by the County and operated by countywide revenues;

WHEREAS, the County agrees to permit the use of the CCADC to board City Prisoners, in accordance with this Agreement;

WHEREAS, pursuant to O.C.G.A. § 15-16-13, the Sheriff is authorized to contract with the City, with the written consent of the County, to provide prisoner detention and related law enforcement services to the City;

WHEREAS, O.C.G.A. § 15-16-13 provides that the County shall be reimbursed for the costs incurred by the Sheriff in providing the services under this Agreement;

WHEREAS, in exchange for these services, the City agrees to pay a per diem for its prisoners, which may be offset by the City's imposition of the County Jail Construction and Staffing Act penalty against defendants in municipal court pursuant to the Georgia Const. Art. III, Sec. IX, Para. VI(h) and O.C.G.A. § 15-21-90 *et seq.*;

WHEREAS, pursuant to O.C.G.A. § 15-21-92, on September 24, 1991, the County adopted a resolution authorizing the collection of the County Jail Construction and Staffing Act fine add on;

WHEREAS, in conjunction with this Agreement, the County shall adopt an updated resolution pursuant to O.C.G.A. § 15-21-92 authorizing the imposition of the County Jail Construction and Staffing Act fine add on in the City's Municipal Court in a form similar to Exhibit "A";

WHEREAS, the execution of this intergovernmental contract for the use of the CCADC triggers the ability of the City to implement the County Jail Construction and Staffing Act penalty against defendants in municipal court in accordance with O.C.G.A. § 15-21-92;

WHEREAS, pursuant to Georgia Const. Art. IX, Sec. III, Para. I, the City and the County are authorized to enter into this Agreement; and

WHEREAS, the City is willing to adopt a resolution to impose the County Jail Construction and Staffing Act penalty against defendants in municipal court pursuant to the Georgia Const. Art. III, Sec. IX, Para. VI(h) and O.C.G.A. § 15-21-90 *et seq.* and to keep such resolution in effect during the term of the Agreement and any renewal thereof.

NOW, THEREFORE, for and in consideration of the mutual benefits, covenants and conditions contained herein, the parties agree as follows:

SECTION I **DEFINITION OF "CITY PRISONER"**

"City Prisoner" shall mean a person held in the CCADC when the exclusive basis for confinement is the violation of a City municipal code, or pursuant to a warrant, commitment or order of the Powder Springs Municipal Court or following an arrest by a City police officer for any reason including violations of state law and City municipal codes. Persons housed in the CCADC under state warrant shall not be considered City Prisoners. Notwithstanding the foregoing, the Parties acknowledge that the CCADC houses city prisoners from other municipalities under contract.

SECTION II **THE FACILITIES**

The County, as property owner of the CCADC, which is placed in the keeping of the Sheriff under O.C.G.A. § 36-9-8, consents to the Sheriff's use of the CCADC to board City Prisoners, in accordance with this Agreement.

SECTION III. **SUPERVISION OF CITY PRISONERS**

Upon request of the City, the Sheriff agrees to house City Prisoners at the CCADC, or at such other related facilities, as the Sheriff, in his sole discretion, deems appropriate.

A. Sheriff's Responsibilities. The Sheriff's obligations shall include the following:

1. During incarceration at the CCADC, the Sheriff shall confine City Prisoners in the same manner and to the same extent as similarly situated County prisoners, including provision of basic subsistence services as provided in Section VIII and access to medical services as provided in Sections IX and X.
2. Book in, processing, clothing, fingerprinting, mug shots, and bonding service.

3. Availability of City Prisoners for Powder Springs Municipal Court, subject to appropriate notice from the City and/or Powder Springs Police Staff for first appearances and other regularly scheduled weekly court calendar during the Term. Provided that the City provides a Police Officer for pick up and standby, the Sheriff shall provide the Municipal Court in-person access and virtual access using virtual court technology;
4. Should any Emergency Medical Services be required, the Sheriff shall cause a deputy to accompany the City Prisoner for up to six hours. After the initial six hours, the City shall be responsible for providing City Prisoner supervision.
5. The Sheriff or his designee shall provide the City notice as soon as reasonably practicable of the transfer of a City Prisoner for Emergency Medical Services to the City in accordance with Section XVI(E)(1).

B. City's Responsibilities. In addition to other responsibilities contained in this Agreement, the City's obligations relative to the Sheriff's supervision of City Prisoners include:

1. **Individuals Eligible to be a City Prisoner.** The City shall only present individuals properly arrested by the City Police Department under authority of law. Such individuals shall not be in need of medical attention at the time that they are presented to be a City Prisoner subject to the terms of this Agreement.
2. **Transport of City Prisoners.** The City shall be responsible for all transport of City Prisoners other than transport to Emergency Medical Services. The City's responsibilities include, but are not limited to, transport to court and to Outside Medical Services.
3. **Supervision of City Prisoners.** The City shall be responsible for supervision of City Prisoners receiving Outside Medical Services, Emergency Medical Services, and Municipal Court access to City Prisoners. In the case of Emergency Medical Services, the City is responsible for supervision as soon as practicable after receiving notice, but in no case more than six hours after notice.
4. **Appropriate Notice.** The City shall provide the Sheriff with appropriate advance notice of City Prisoner's hearings and release dates.
5. **Municipal Court Hearings.** The Powder Springs Municipal Court shall ensure that First Appearance Hearings, Bond Hearings, Probation Revocation Hearings, and other essential court related hearings for City Prisoners shall be provided according to state and federal law.

C. Services Not Included in This Agreement. The City acknowledges and agrees that this Agreement does not include:

1. **No City Arrestees in Need of Medical Attention.** The Sheriff will not accept individuals for purposes of housing or supervision initially presented by the City in need of medical attention.

2. **Limited Transport.** The Sheriff will not transport City Prisoners other than transport for Emergency Medical Services. The City is responsible for transporting City Prisoners to in-person court appearances and Outside Medical Services. Additionally, the City is responsible for transporting City Prisoners from Emergency Medical Services to the CCADC.
3. **Supervision During Outside Medical Services, Emergency Medical Services, and Personal Matters.** Except as otherwise provided below, the Sheriff will not provide supervision of City Prisoners at outside medical facilities or while attending to any approved personal matters, such as funerals.
 - a. **Outside Medical Services.** No supervision will be provided by the Sheriff of City Prisoners receiving Outside Medical Services pursuant to Section IX.
 - b. **Emergency Medical Services.** In accordance with Section X, the Sheriff will provide initial supervision up to the first six hours to City Prisoners transported for Emergency Medical Services. The City is responsible for providing supervision of City Prisoners as soon as possible but in no case later than six hours after a City Prisoner is transported for Emergency Medical Services.

SECTION IV TERM OF AGREEMENT

- A. **Effective Date.** The Effective Date of this Agreement shall be 6/1/26.
- B. **Term.** The initial term of this Agreement shall be for a period of 5 years, ("Initial Term"), unless sooner terminated under the provisions of Section XIV. In the event that this Agreement is terminated by the Sheriff for convenience or not extended by the Sheriff at the conclusion of the contract term, the Sheriff shall, at the City's election and with consent of the County, continue to house City Prisoners for an additional six (6) month period in order for the City to make other provisions for housing the inmates, during which time all terms of this Agreement shall remain in effect.

SECTION V STATEMENT OF INTENT

The intent of this Agreement is that the Sheriff shall board City Prisoners at the CCADC facilities, but that such operation and boarding shall not result in added cost to the Sheriff or County. All interpretations of this Agreement shall be construed in light of this statement of intent.

SECTION VI COMPENSATION

The County shall be entitled to payment of a per diem per City Prisoner supervised by the Sheriff to cover the costs to the Sheriff and County for boarding, basic services and In-House Medical Services. To offset the per diem rate, the City agrees to institute the County Jail Construction and Staffing fine add-on pursuant to O.C.G.A. § 15-21-90 *et seq.*

- A. **Calculation of Per Diem Rate.** Costs will be split proportionately between City and other municipalities under contract in calculating the per diem. Said per diem rate shall be determined and agreed upon by the Sheriff, the County's Finance Director and the City's Finance Director using the following calculation. The per diem rate for each year shall be established on January 1st using the past fiscal year's Actual Expenses, minus Outside Medical Costs, for the Sheriff's Office Detention Division. The Average Daily Inmate Population (ADP) shall be determined by averaging the daily inmate population for each month. The monthly averages shall, in turn, be aggregated and averaged to determine an annual ADP. The annual ADP will be multiplied by 365 and divided into the relevant fiscal year expenses, minus Outside Medical Costs, to determine a per diem cost per City Prisoner. This per diem cost shall then be instituted as the next twelve (12) months per diem rate which shall be charged against the Jail Construction and Staffing fine add-on funds collected by the City in accordance with O.C.G.A. § 15-21-94 to the special account known as the "County Jail Fund," based upon the actual number of City Prisoners supervised by the Cobb County Sheriff's Office.
- B. **Initial Per Diem.** The per diem cost per City Prisoner at the commencement of this contract will be \$80.00.
- C. **Access to Records.** The Sheriff and/or County shall provide the City with the accounting figures and documents upon which the per diem is based at the time of establishing each year's rate, as well as an annual audit of the County Jail Fund.
- D. **Per Diem Period.** For the purpose of per diem calculations, the City will pay for each day beginning with the day of the City Prisoner's first appearance in Municipal Court, so long as the first appearance occurs within 24 hours of arrival, whether the City Prisoner is housed in the CCADC, and concluding on the date of release of the City Prisoner.

SECTION VII
IMPOSITION OF COUNTY JAIL CONSTRUCTION AND STAFFING FINE ADD ON

Payment of the compensation provided for in Section VI(B) above and for cost of Outside Medical Services and Emergency Medical Services paid by the County may be provided for by the City implementing, pursuant to Ga. Const. Art. III, Sec. IX, Para. VI(h), additional penalty assessments for fees in all criminal and traffic cases of this State or involving violations of ordinances of the City. The collection, payment and deposit in the "County Jail Fund," and expenditures of the

monies so collected shall be governed by the provisions of the Jail Construction and Staffing Act. O.C.G.A. § 15-21-90 *et seq.*, as amended. Funds deposited to the "County Jail Fund" by the City and not used for the above purpose and/or for reimbursement of Outside Medical Costs, as set out in Section VI(B), in any one budget year shall be carried forward and credited to the next year's expenses. In the event the amounts collected by the City under the Jail Construction and Staffing Act, as provided for in this section, fall short of the amount of reimbursement to the County for any year, and no funds are carried over from the previous year(s), the City shall make up the deficiency. Specifically, the County's Finance Department and the Sheriff shall advise the City Manager's Office of the amount of the deficiency in the County Jail Fund, produce to the City the supporting documents relating to the account, and the City shall remit the amount of the deficiency within thirty (30) days.

SECTION VIII **SERVICES PROVIDED TO CITY PRISONERS**

While housing City Prisoners at the CCADC pursuant to this Agreement, City prisoners shall receive subsistence services, including but not limited to food, clothing, mugshots, fingerprinting, recreational opportunity, and law library, in the same manner and to the same extent as said services are provided to similarly situated County prisoners. Provision of these services shall begin upon and include all booking, bonding procedures, and completion of all mandated State required paperwork incidental to book-in of the City Prisoner(s), and end upon the prisoner's release from the CCADC. As part of the services provided the City by the Sheriff, upon request, the City may use and properly record the results of breathalyzer tests for the purpose of determining DUI offenders.

SECTION IX **MEDICAL COSTS AND TREATMENT**

While housing City Prisoners at the CCADC pursuant to this Agreement, the Sheriff will provide City Prisoners with reasonable access to medical care, through contract with a third-party medical provider or as otherwise determined by the Sheriff. Medical services provided to prisoners at the CCADC through the designated third-party medical provider ("In-House Medical Services") shall be included in the per diem rate referenced in Section VI(B). City acknowledges that all In-House Medical Services are provided at the CCADC only.

All outside medical, dental, surgical, laboratory services, diagnostic procedures, hospital services and ambulance services ("Outside Medical Services") determined by the CCADC's third party medical provider to be necessary or required, or any services as may be approved by the City when requested by a City Prisoner, shall not be included in the per diem rate or compensation referenced

in Section VI(A) or (B) or Section VII. Any and all Outside Medical Services shall be reimbursed by the City. In the alternative, if Outside Medical Services are billed directly to the City by the Outside Medical Services provider, City shall pay the Outside Medical Services provider accordingly. As provided in this Agreement, the City is responsible for transport and supervision of City Prisoner receiving Outside Medical Services, except in the case of Emergency Medical Services for which Sheriff will provide up to six hours of supervision.

The City agrees that the decision by the CCADC's third-party medical provider to refer prisoners to Kennestone Hospital, Cobb Hospital or such other medical center able to provide the specialized care that may be required is in the discretion of said third party medical provider.

The Sheriff shall be under no obligation to accept any individual as a City Prisoner who is in need of medical attention at the time he or she is delivered to the CCADC. The decision not to accept any prisoner in need of medical attention shall be at the discretion of the Sheriff or his designee, in consultation with the CCADC's third-party medical provider, if necessary. Such prisoner shall not be accepted into the CCADC until such time as he or she is certified medically fit by a physician duly licensed to practice medicine in the State of Georgia.

SECTION X **PROVISIONS FOR EMERGENCY MEDICAL SERVICES**

In the case of an emergency requiring immediate medical care outside the CCADC, the Sheriff or his designee may order or approve the third-party medical provider's order to transfer a City Prisoner under guard to Kennestone Hospital, Cobb Hospital or such other specialized medical center without obtaining the permission or order of the City for Emergency Medical Services. Once a transfer is made under the preceding circumstances, the City shall be notified in the manner specified by Section XVI(E)(1) to immediately respond and attend to the custody of the City Prisoner while outside the confines of the CCADC. In no case may the City wait more than six hours before providing an officer to supervise the City Prisoner receiving Emergency Medical Services.

SECTION XI **RESPONSIBILITY FOR TIMELY RELEASE OF PRISONERS**

The City shall be responsible for coordinating with the Sheriff the release time and dates of each City Prisoner. In order to avoid misunderstanding or unclear directions, the City shall be unilaterally responsible for taking custody of and releasing City Prisoners when incarceration is no longer legally justified. In no event shall the Sheriff, or other officer or employee of the Sheriff or County, have any responsibility to ensure that a City Prisoner is not improperly released from custody or improperly detained beyond the period of legal incarceration.

In the event that a City Prisoner alleges he or she is unlawfully detained at the CCADC, City agrees to provide a defense of the Sheriff and County, including retaining counsel acceptable to the Sheriff and County, to such allegations, including but not limited to any petitions for writ of habeas corpus.

SECTION XII **SHERIFF'S PROCEDURES, RULES AND REGULATIONS**

City Prisoners shall be subject to the Sheriff's procedures, rules and regulations in the same manner and to the same extent as County prisoners, including those regarding the use of inmate accounts, and shall be subject to the Sheriff's disciplinary processes and procedures.

SECTION XIII **ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement of the parties relating to the subject matter. All prior negotiations and understandings are merged in this Agreement. Modification or amendment of this Agreement shall be made only in writing and signed by the parties. No modifications or alterations of this Agreement shall be valid until executed in writing by all parties hereto.

Upon the execution of this Agreement, the City agrees to implement the additional penalties allowed by the Jail Construction and Staffing Act, O.C.G.A. § 15-21-90 *et seq.*

SECTION XIV **TERMINATION**

This Agreement may terminate, in whole or in part, upon any one of the following conditions:

- A. **Mutual Agreement.** The Parties may terminate this Agreement at any time by mutual written consent.
- B. **For Cause.** Any Party may terminate this Agreement for cause upon thirty (30) days prior written notice to the other Parties for failure to perform the terms of the Agreement.
- C. **For Convenience.** Any Party may terminate this Agreement for its convenience at any time upon sixty (60) days prior written notice to other Parties.
- D. **For Suspension of CCADC Facility Operation.** Should the County cease operation of the CCADC for any reason, the Agreement shall, at the option of the Sheriff, become void.
- E. **Upon Conclusion of Agreement.** At the conclusion of the Initial Term or any Renewal Terms agreed to by the Parties, this Agreement shall be terminated unless a new contract is entered.

SECTION XV
INDEMNIFICATION

City agrees to indemnify, to the extent permitted by law, and defend and hold harmless Sheriff, County, and their officials, officers, employees and agents from and against any and all liability, loss, damages, claims, liens, cost and expenses, including attorney's fees, arising out of or due to the performance of this Agreement by Sheriff, County, its officers, employees, and agents whether negligent or not. This section will survive the termination of this Agreement.

SECTION XVI
MISCELLANEOUS

- A. **Governing Law, Jurisdiction.** This Agreement and the rights and obligations of the parties hereto (including third party beneficiaries) shall be governed, construed, and interpreted according to the laws of the State of Georgia. The parties hereby submit to the exclusive jurisdiction of the Superior Court of Cobb County, Georgia for the purposes of all legal proceedings arising out of or relating to this Agreement, and the parties irrevocably waive, to the fullest extent permitted by law, any objection which they may now or hereafter have to the venue of any such proceeding which is brought in such a court.
- B. **Severability.** If any provision of this Agreement shall be held or deemed to be or shall, in fact, be inoperative or unenforceable under any particular circumstances because it conflicts with any provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement.
- C. **Counterparts.** 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.
- D. **Amendments in Writing.** No waiver, amendment, release, or modification of this Agreement shall be established by conduct, custom, or course of dealing, but solely by a document in writing duly executed and delivered by the City, the County, and the Sheriff.
- E. **Notices.** Except as otherwise specifically provided herein, all notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by certified mail, return receipt requested, postage prepaid or when personally delivered or when sent by registered overnight mail or delivery service charges prepaid, or

when so specified herein by Electronic Means, to the Parties hereto at the following addresses or such other address designated by such Party in writing:

1. City:

City of Powder Springs

4483 Pineview Dr
Powder Springs, GA 30127

Attention: Pam Conner

Telephone: 770-943-1666

Email: pconner@powderspringsga.gov

For notification of Emergency Medical Services:

Chief of Police

Interim Chief of Police Joe Bennett
jbenett@powderspringsga.gov

2. Sheriff:

Cobb County Sheriff's Office

185 Roswell Street

Marietta, Ga. 30060

Attention: _____

Telephone: _____

Email: _____

3. County:

Cobb County Manager

100 Cherokee Street

Marietta, Ga. 30090

F. Headings. All headings herein are intended for convenience and ease of reference purposes only and in no way define, limit, or describe the scope or intent thereof, or of this Agreement, or in any way affect this Agreement.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, this Agreement has been executed by the County, the Sheriff and a duly authorized representative of the City of Powder Springs as of the date set forth above.

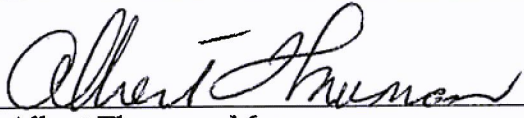
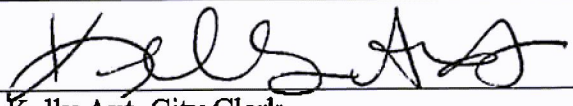
CITY OF POWDER SPRINGS	COBB COUNTY
	
Albert Thurman, Mayor	Lisa N. Cupid, Chairwoman
Attest:	Attest:
	
Kelly Axt, City Clerk	Pamela L. Mabry, County Clerk
Approved as to Form:	Approved as to Form:
	
Julie Livingston, City Attorney	County Attorney's Office
	COBB COUNTY SHERIFF'S OFFICE
	Craig D. Owens, Sr. Sheriff

Exhibit "A"

**RESOLUTION OF THE COBB COUNTY BOARD OF COMMISSIONERS REGARDING
THE COUNTY JAIL CONSTRUCTION AND STAFFING ACT AND THE USE OF COBB
COUNTY ADULT DETENTION CENTER FOR INMATES OF THE CITY OF POWDER
SPRINGS**

WHEREAS, Article III, Section IX, Paragraph VI(h) of the Georgia Constitution and O.C.G.A. § 15-21-90 *et seq.* authorize additional penalty assessments in criminal cases, traffic cases and ordinance violation cases to be used for constructing, operating, and staffing jails and detention facilities by counties ("County Jail Fund Fee");

WHEREAS, on October 24, 1989, the Cobb County Board of Commissioners placed O.C.G.A. § 15-21-90 *et seq.* into effect in Cobb County;

WHEREAS, pursuant to O.C.G.A. § 15-21-92, on September 24, 1991, the County adopted a resolution authorizing the collection and specifying the use of the County Jail Fund Fee in Cobb County;

WHEREAS, the City of Powder Springs, Georgia, a municipality in Cobb County, ("City") desires to enter into an intergovernmental agreement to house individuals charged with violations of City ordinances ("City Prisoners") at the Cobb County Adult Detention Center under the supervision of the Cobb County Sheriff;

WHEREAS, the Cobb County Sheriff has consented to supervise such City Prisoners;

WHEREAS, to cover the costs associated with housing such City Prisoners, the City has agreed for Cobb County to receive a per diem to be paid out of the County Jail Fund Fee collected in its Municipal Court;

WHEREAS, in order for the County Jail Fund Fee to be imposed in the City, pursuant to O.C.G.A. § 15-21-92, the County and City must enter into an intergovernmental agreement providing for the use of the county jail or detention facility by City Prisoners; and

WHEREAS, the County desires to update its imposition of the County Jail Funds Fee to include the Municipal Court of the City.

NOW, THEREFORE, BE IT RESOLVED by the Cobb County Board of Commissioners as follows:

1. The Cobb County Board of Commissioners enacts the Jail Construction and Staffing Act, O.C.G.A. § 15-21-90 *et seq.*, in order to make said law applicable for the assessment and collection of the County Jail Fund Fee by the City of Powder Springs Municipal Court at the rate specified by O.C.G.A. § 15-21-93 upon the execution of an intergovernmental agreement to house City Prisoners.
2. The County Jail Fund Fee shall be collected and paid over to the County by the tenth day of the month following the month in which such sums are collected pursuant to O.C.G.A. § 15-21-94.

3. The County Jail Fund Fee shall be deposited by the County into the County Jail Fund pursuant to O.C.G.A. § 15-21-94 and utilized in accordance with the Jail Construction and Staffing Act.
4. The Board of Commissioners do hereby authorize the Chairwoman to enter into an intergovernmental agreement with the City of Powder Springs, Georgia to provide for the use of the Cobb County Detention Center by City Prisoners, which shall provide for, among other provisions, the deposit of the County Jail Fund Fee assessed and collected by the City of Powder Springs pursuant to O.C.G.A. § 15-21-90 *et seq.* and remitted to the County.

SO RESOLVED AND ADOPTED by the Cobb County Board of Commissioners this __ day of _____, 202__.

CERTIFICATION

The undersigned duly qualified Chairwoman of the Cobb County Board of Commissioners, acting on behalf of the Cobb County Board of Commissioners, certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Cobb County Board of Commissioners held on _____, 202__.

Lisa N. Cupid, Chairwoman
Cobb County Board of Commissioners

ATTEST:

Pamela L. Mabry, County Clerk
Cobb County Board of Commissioners

APPROVED AS TO FORM:

Cobb County Attorney's Office

Summary

The attached draft of an intergovernmental agreement between the Sheriff, the County and the City would allow the City to house City inmates arrested with charges before the City Court for City ordinance violations at the Cobb County Adult Detention Center.

In exchange for the Sheriff agreeing to provide the services outlined in the Agreement, the City is responsible for a per diem plus the cost of any outside or emergency medical treatment for the City prisoners. The per diem for the first year needs to be set in the agreement. However, the Agreement provides that the per diem be examined each year and set for each January 1st based upon the actual cost of housing city inmates from the previous year as determined by the Sheriff, County Finance Director and City Finance Director.

The City remains responsible for the transport (other than emergency medical transport) of City prisoners, as well as for any lawsuits that may arise related to the City prisoners.

To offset the costs of the per diem and medical expenses to the City, state law allows an extra 10% penalty (County Jail Construction and Staffing Fine Add-on) to be added to fines imposed by the Municipal Court once the attached intergovernmental agreement and attached resolution are adopted by the Board of Commissioners. If the funding generated by the Municipal Court is insufficient to pay the per diem and medical costs of city prisoners, the City pays the difference.

The Agreement is similar to the updated agreements entered into by the Sheriff and County with Kennesaw, Marietta, and Austell.

RESOLUTION 2026 - 063

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH COBB COUNTY AND THE SHERIFF'S OFFICE RELATING TO THE HOUSING OF INMATES IN THE COBB COUNTY ADULT DETENTION CENTER; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS the City of Powder Springs (the "City") previously approved an intergovernmental agreement with the City of Smyrna relating to the housing of inmates under Resolution 2023-121; and

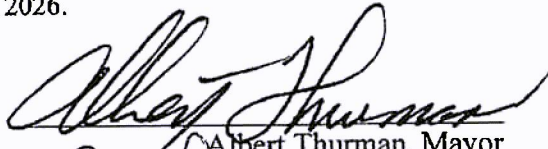
WHEREAS the City has received notice from the City of Smyrna electing to terminate said agreement, and the City desires to execute an intergovernmental agreement with Cobb County for the housing of inmates effective June 1, 2026, which includes the responsibility of the City to cover costs associated with the housing of city prisoners; and

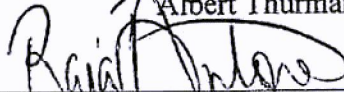
WHEREAS state law allows an extra 10% penalty (County Jail Construction and Staffing Fine Add-on) to be added to fines imposed by the Municipal Court to offset the per diem and medical costs of a city prisoner, and the City desires to approve said 10% surcharge to help offset inmate costs.

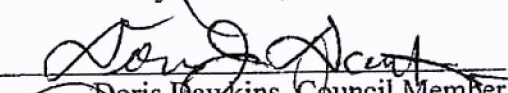
NOW THEREFORE BE RESOLVED by the Mayor and Council for the City of Powder Springs that it authorizes the Mayor to execute an intergovernmental agreement with Cobb County and the Sheriff's office, in form substantially similar to the attached and subject to review and approval by the City Attorney.

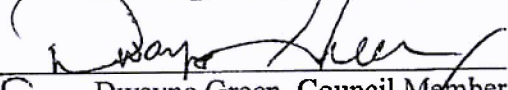
BE IT FURTHER RESOLVED THAT an amendment shall be prepared to the code of ordinances to impose the surcharge to help offset inmate costs.

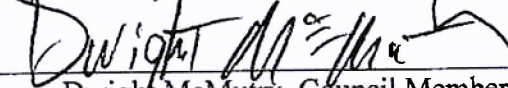
SO RESOLVED AND EFFECTIVE this 20th day of April 2026.

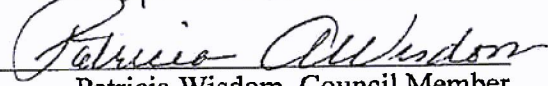

Albert Thurman, Mayor


Raja Antone, Council Member

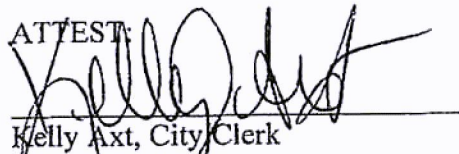

Doris Dawkins, Council Member


Dwayne Green, Council Member


Dwight McMurtry, Council Member


Patricia Wisdom, Council Member

ATTEST:


Kelly Axt, City Clerk

STATE OF GEORGIA
COUNTY OF COBB

AGREEMENT

THIS AGREEMENT is made and executed this the ____ day of _____, 202__, by and between the CITY OF ACWORTH, a municipal corporation of the State of Georgia, by and through its Mayor and City Council ("City") and CRAIG D. OWENS, SR., IN HIS OFFICIAL CAPACITY AS SHERIFF OF COBB COUNTY, GEORGIA ("Sheriff"), and COBB COUNTY, GEORGIA, a political subdivision of the State of Georgia ("County") (individually referred to herein as a "Party" and collectively as the "Parties").

RECITALS

WHEREAS, the City desires to enter into an agreement with the Sheriff and the County for the boarding of male and female prisoners at the Cobb County Adult Detention Center ("CCADC") in Marietta, Georgia, and for the provision of certain services related thereto;

WHEREAS, the Sheriff, as prescribed by law, is the official designated to have charge of the CCADC under O.C.G.A. § 36-9-8, which is owned by the County and operated by countywide revenues;

WHEREAS, the County agrees to permit the use of the CCADC to board City Prisoners, in accordance with this Agreement;

WHEREAS, pursuant to O.C.G.A. § 15-16-13, the Sheriff is authorized to contract with the City, with the written consent of the County, to provide prisoner detention and related law enforcement services to the City;

WHEREAS, O.C.G.A. § 15-16-13 provides that the County shall be reimbursed for the costs incurred by the Sheriff in providing the services under this Agreement;

WHEREAS, in exchange for these services, the City agrees to pay a per diem for its prisoners, which may be offset by the City's imposition of the County Jail Construction and Staffing Act penalty against defendants in municipal court pursuant to the Georgia Const. Art. III, Sec. IX, Para. VI(h) and O.C.G.A. § 15-21-90 *et seq.*;

WHEREAS, pursuant to O.C.G.A. § 15-21-92, on September 24, 1991, the County adopted a resolution authorizing the collection of the County Jail Construction and Staffing Act fine add on;

WHEREAS, in conjunction with this Agreement, the County shall adopt an updated resolution pursuant to O.C.G.A. § 15-21-92 authorizing the imposition of the County Jail Construction and Staffing Act fine add on in the City's Municipal Court in a form similar to Exhibit "A";

WHEREAS, the execution of this intergovernmental contract for the use of the CCADC triggers the ability of the City to implement the County Jail Construction and Staffing Act penalty against defendants in municipal court in accordance with O.C.G.A. § 15-21-92;

WHEREAS, pursuant to Georgia Const. Art. IX, Sec. III, Para. I, the City and the County are authorized to enter into this Agreement; and

WHEREAS, the City is willing to adopt a resolution to impose the County Jail Construction and Staffing Act penalty against defendants in municipal court pursuant to the Georgia Const. Art. III, Sec. IX, Para. VI(h) and O.C.G.A. § 15-21-90 *et seq.* and to keep such resolution in effect during the term of the Agreement and any renewal thereof.

NOW, THEREFORE, for and in consideration of the mutual benefits, covenants and conditions contained herein, the parties agree as follows:

SECTION I **DEFINITION OF "CITY PRISONER"**

"City Prisoner" shall mean a person held in the CCADC when the exclusive basis for confinement is the violation of a City municipal code, or pursuant to a warrant, commitment or order of the Acworth Municipal Court or following an arrest by a City police officer for any reason including violations of state law and City municipal codes. Persons housed in the CCADC under state warrant shall not be considered City Prisoners. Notwithstanding the foregoing, the Parties acknowledge that the CCADC houses city prisoners from other municipalities under contract.

SECTION II **THE FACILITIES**

The County, as property owner of the CCADC, which is placed in the keeping of the Sheriff under O.C.G.A. § 36-9-8, consents to the Sheriff's use of the CCADC to board City Prisoners, in accordance with this Agreement.

SECTION III. **SUPERVISION OF CITY PRISONERS**

Upon request of the City, the Sheriff agrees to house City Prisoners at the CCADC, or at such other related facilities, as the Sheriff, in his sole discretion, deems appropriate.

A. **Sheriff's Responsibilities.** The Sheriff's obligations shall include the following:

1. During incarceration at the CCADC, the Sheriff shall confine City Prisoners in the same manner and to the same extent as similarly situated County prisoners, including provision of basic subsistence services as provided in Section VIII and access to medical services as provided in Sections IX and X.
2. Book in, processing, clothing, fingerprinting, mug shots, and bonding service.

3. Availability of City Prisoners for Acworth Municipal Court, subject to appropriate notice from the City and/or Acworth Police Staff for first appearances and other regularly scheduled weekly court calendar during the Term. Provided that the City provides a Police Officer for pick up and standby, the Sheriff shall provide the Municipal Court in-person access and virtual access using virtual court technology;
4. Should any Emergency Medical Services be required, the Sheriff shall cause a deputy to accompany the City Prisoner for up to six hours. After the initial six hours, the City shall be responsible for providing City Prisoner supervision.
5. The Sheriff or his designee shall provide the City notice as soon as reasonably practicable of the transfer of a City Prisoner for Emergency Medical Services to the City in accordance with Section XVI(E)(1).

B. City's Responsibilities. In addition to other responsibilities contained in this Agreement, the City's obligations relative to the Sheriff's supervision of City Prisoners include:

1. **Individuals Eligible to be a City Prisoner.** The City shall only present individuals properly arrested by the City Police Department under authority of law. Such individuals shall not be in need of medical attention at the time that they are presented to be a City Prisoner subject to the terms of this Agreement.
2. **Transport of City Prisoners.** The City shall be responsible for all transport of City Prisoners other than transport to Emergency Medical Services. The City's responsibilities include, but are not limited to, transport to court and to Outside Medical Services.
3. **Supervision of City Prisoners.** The City shall be responsible for supervision of City Prisoners receiving Outside Medical Services, Emergency Medical Services, and Municipal Court access to City Prisoners. In the case of Emergency Medical Services, the City is responsible for supervision as soon as practicable after receiving notice, but in no case more than six hours after notice.
4. **Appropriate Notice.** The City shall provide the Sheriff with appropriate advance notice of City Prisoner's hearings and release dates.
5. **Municipal Court Hearings.** The Acworth Municipal Court shall ensure that First Appearance Hearings, Bond Hearings, Probation Revocation Hearings, and other essential court related hearings for City Prisoners shall be provided according to state and federal law.

C. Services Not Included in This Agreement. The City acknowledges and agrees that this Agreement does not include:

1. **No City Arrestees in Need of Medical Attention.** The Sheriff will not accept individuals for purposes of housing or supervision initially presented by the City in need of medical attention.

2. **Limited Transport.** The Sheriff will not transport City Prisoners other than transport for Emergency Medical Services. The City is responsible for transporting City Prisoners to in-person court appearances and Outside Medical Services. Additionally, the City is responsible for transporting City Prisoners from Emergency Medical Services to the CCADC.
3. **Supervision During Outside Medical Services, Emergency Medical Services, and Personal Matters.** Except as otherwise provided below, the Sheriff will not provide supervision of City Prisoners at outside medical facilities or while attending to any approved personal matters, such as funerals.
 - a. **Outside Medical Services.** No supervision will be provided by the Sheriff of City Prisoners receiving Outside Medical Services pursuant to Section IX.
 - b. **Emergency Medical Services.** In accordance with Section X, the Sheriff will provide initial supervision up to the first six hours to City Prisoners transported for Emergency Medical Services. The City is responsible for providing supervision of City Prisoners as soon as possible but in no case later than six hours after a City Prisoner is transported for Emergency Medical Services.

SECTION IV **TERM OF AGREEMENT**

- A. **Effective Date.** The Effective Date of this Agreement shall be June 1, 2026.
- B. **Term.** The initial term of this Agreement shall be for a period of _____ years, ("Initial Term"), unless sooner terminated under the provisions of Section XIV. In the event that this Agreement is terminated by the Sheriff for convenience or not extended by the Sheriff at the conclusion of the contract term, the Sheriff shall, at the City's election and with consent of the County, continue to house City Prisoners for an additional six (6) month period in order for the City to make other provisions for housing the inmates, during which time all terms of this Agreement shall remain in effect.

SECTION V **STATEMENT OF INTENT**

The intent of this Agreement is that the Sheriff shall board City Prisoners at the CCADC facilities, but that such operation and boarding shall not result in added cost to the Sheriff or County. All interpretations of this Agreement shall be construed in light of this statement of intent.

SECTION VI **COMPENSATION**

The County shall be entitled to payment of a per diem per City Prisoner supervised by the Sheriff to cover the costs to the Sheriff and County for boarding, basic services and In-House Medical Services. To offset the per diem rate, the City agrees to institute the County Jail Construction and Staffing fine add-on pursuant to O.C.G.A. § 15-21-90 *et seq.*

- A. **Calculation of Per Diem Rate.** Costs will be split proportionately between City and other municipalities under contract in calculating the per diem. Said per diem rate shall be determined and agreed upon by the Sheriff, the County's Finance Director and the City's Finance Director using the following calculation. The per diem rate for each year shall be established on January 1st using the past fiscal year's Actual Expenses, minus Outside Medical Costs, for the Sheriff's Office Detention Division. The Average Daily Inmate Population (ADP) shall be determined by averaging the daily inmate population for each month. The monthly averages shall, in turn, be aggregated and averaged to determine an annual ADP. The annual ADP will be multiplied by 365 and divided into the relevant fiscal year expenses, minus Outside Medical Costs, to determine a per diem cost per City Prisoner. This per diem cost shall then be instituted as the next twelve (12) months per diem rate which shall be charged against the Jail Construction and Staffing fine add-on funds collected by the City in accordance with O.C.G.A. § 15-21-94 to the special account known as the "County Jail Fund," based upon the actual number of City Prisoners supervised by the Cobb County Sheriff's Office.
- B. **Initial Per Diem.** The per diem cost per City Prisoner at the commencement of this contract will be \$80.00.
- C. **Access to Records.** The Sheriff and/or County shall provide the City with the accounting figures and documents upon which the per diem is based at the time of establishing each year's rate, as well as an annual audit of the County Jail Fund.
- D. **Per Diem Period.** For the purpose of per diem calculations, the City will pay for each day beginning with the day of the City Prisoner's first appearance in Municipal Court, so long as the first appearance occurs within 24 hours of arrival, whether the City Prisoner is housed in the CCADC, and concluding on the date of release of the City Prisoner.

SECTION VII

IMPOSITION OF COUNTY JAIL CONSTRUCTION AND STAFFING FINE ADD ON

Payment of the compensation provided for in Section VI(B) above and for cost of Outside Medical Services and Emergency Medical Services paid by the County may be provided for by the City implementing, pursuant to Ga. Const. Art. III, Sec. IX, Para. VI(h), additional penalty assessments for fees in all criminal and traffic cases of this State or involving violations of ordinances of the City. The collection, payment and deposit in the "County Jail Fund," and expenditures of the

monies so collected shall be governed by the provisions of the Jail Construction and Staffing Act, O.C.G.A. § 15-21-90 *et seq.*, as amended. Funds deposited to the "County Jail Fund" by the City and not used for the above purpose and/or for reimbursement of Outside Medical Costs, as set out in Section VI(B), in any one budget year shall be carried forward and credited to the next year's expenses. In the event the amounts collected by the City under the Jail Construction and Staffing Act, as provided for in this section, fall short of the amount of reimbursement to the County for any year, and no funds are carried over from the previous year(s), the City shall make up the deficiency. Specifically, the County's Finance Department and the Sheriff shall advise the City Manager's Office of the amount of the deficiency in the County Jail Fund, produce to the City the supporting documents relating to the account, and the City shall remit the amount of the deficiency within thirty (30) days.

SECTION VIII **SERVICES PROVIDED TO CITY PRISONERS**

While housing City Prisoners at the CCADC pursuant to this Agreement, City prisoners shall receive subsistence services, including but not limited to food, clothing, mugshots, fingerprinting, recreational opportunity, and law library, in the same manner and to the same extent as said services are provided to similarly situated County prisoners. Provision of these services shall begin upon and include all booking, bonding procedures, and completion of all mandated State required paperwork incidental to book-in of the City Prisoner(s), and end upon the prisoner's release from the CCADC. As part of the services provided the City by the Sheriff, upon request, the City may use and properly record the results of breathalyzer tests for the purpose of determining DUI offenders.

SECTION IX **MEDICAL COSTS AND TREATMENT**

While housing City Prisoners at the CCADC pursuant to this Agreement, the Sheriff will provide City Prisoners with reasonable access to medical care, through contract with a third-party medical provider or as otherwise determined by the Sheriff. Medical services provided to prisoners at the CCADC through the designated third-party medical provider ("In-House Medical Services") shall be included in the per diem rate referenced in Section VI(B). City acknowledges that all In-House Medical Services are provided at the CCADC only.

All outside medical, dental, surgical, laboratory services, diagnostic procedures, hospital services and ambulance services ("Outside Medical Services") determined by the CCADC's third party medical provider to be necessary or required, or any services as may be approved by the City when requested by a City Prisoner, shall not be included in the per diem rate or compensation referenced

in Section VI(A) or (B) or Section VII. Any and all Outside Medical Services shall be reimbursed by the City. In the alternative, if Outside Medical Services are billed directly to the City by the Outside Medical Services provider, City shall pay the Outside Medical Services provider accordingly. As provided in this Agreement, the City is responsible for transport and supervision of City Prisoner receiving Outside Medical Services, except in the case of Emergency Medical Services for which Sheriff will provide up to six hours of supervision.

The City agrees that the decision by the CCADC's third-party medical provider to refer prisoners to Kennestone Hospital, Cobb Hospital or such other medical center able to provide the specialized care that may be required is in the discretion of said third party medical provider.

The Sheriff shall be under no obligation to accept any individual as a City Prisoner who is in need of medical attention at the time he or she is delivered to the CCADC. The decision not to accept any prisoner in need of medical attention shall be at the discretion of the Sheriff or his designee, in consultation with the CCADC's third-party medical provider, if necessary. Such prisoner shall not be accepted into the CCADC until such time as he or she is certified medically fit by a physician duly licensed to practice medicine in the State of Georgia.

SECTION X **PROVISIONS FOR EMERGENCY MEDICAL SERVICES**

In the case of an emergency requiring immediate medical care outside the CCADC, the Sheriff or his designee may order or approve the third-party medical provider's order to transfer a City Prisoner under guard to Kennestone Hospital, Cobb Hospital or such other specialized medical center without obtaining the permission or order of the City for Emergency Medical Services. Once a transfer is made under the preceding circumstances, the City shall be notified in the manner specified by Section XVI(E)(1) to immediately respond and attend to the custody of the City Prisoner while outside the confines of the CCADC. In no case may the City wait more than six hours before providing an officer to supervise the City Prisoner receiving Emergency Medical Services.

SECTION XI **RESPONSIBILITY FOR TIMELY RELEASE OF PRISONERS**

The City shall be responsible for coordinating with the Sheriff the release time and dates of each City Prisoner. In order to avoid misunderstanding or unclear directions, the City shall be unilaterally responsible for taking custody of and releasing City Prisoners when incarceration is no longer legally justified. In no event shall the Sheriff, or other officer or employee of the Sheriff or County, have any responsibility to ensure that a City Prisoner is not improperly released from custody or improperly detained beyond the period of legal incarceration.

In the event that a City Prisoner alleges he or she is unlawfully detained at the CCADC, City agrees to provide a defense of the Sheriff and County, including retaining counsel acceptable to the Sheriff and County, to such allegations, including but not limited to any petitions for writ of habeas corpus.

SECTION XII **SHERIFF'S PROCEDURES, RULES AND REGULATIONS**

City Prisoners shall be subject to the Sheriff's procedures, rules and regulations in the same manner and to the same extent as County prisoners, including those regarding the use of inmate accounts, and shall be subject to the Sheriff's disciplinary processes and procedures.

SECTION XIII **ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement of the parties relating to the subject matter. All prior negotiations and understandings are merged in this Agreement. Modification or amendment of this Agreement shall be made only in writing and signed by the parties. No modifications or alterations of this Agreement shall be valid until executed in writing by all parties hereto.

Upon the execution of this Agreement, the City agrees to implement the additional penalties allowed by the Jail Construction and Staffing Act, O.C.G.A. § 15-21-90 *et seq.*

SECTION XIV **TERMINATION**

This Agreement may terminate, in whole or in part, upon any one of the following conditions:

- A. **Mutual Agreement.** The Parties may terminate this Agreement at any time by mutual written consent.
- B. **For Cause.** Any Party may terminate this Agreement for cause upon thirty (30) days prior written notice to the other Parties for failure to perform the terms of the Agreement.
- C. **For Convenience.** Any Party may terminate this Agreement for its convenience at any time upon sixty (60) days prior written notice to other Parties.
- D. **For Suspension of CCADC Facility Operation.** Should the County cease operation of the CCADC for any reason, the Agreement shall, at the option of the Sheriff, become void.
- E. **Upon Conclusion of Agreement.** At the conclusion of the Initial Term or any Renewal Terms agreed to by the Parties, this Agreement shall be terminated unless a new contract is entered.

SECTION XV
INDEMNIFICATION

City agrees to indemnify, to the extent permitted by law, and defend and hold harmless Sheriff, County, and their officials, officers, employees and agents from and against any and all liability, loss, damages, claims, liens, cost and expenses, including attorney's fees, arising out of or due to the performance of this Agreement by Sheriff, County, its officers, employees, and agents whether negligent or not. This section will survive the termination of this Agreement.

SECTION XVI
MISCELLANEOUS

- A. **Governing Law, Jurisdiction.** This Agreement and the rights and obligations of the parties hereto (including third party beneficiaries) shall be governed, construed, and interpreted according to the laws of the State of Georgia. The parties hereby submit to the exclusive jurisdiction of the Superior Court of Cobb County, Georgia for the purposes of all legal proceedings arising out of or relating to this Agreement, and the parties irrevocably waive, to the fullest extent permitted by law, any objection which they may now or hereafter have to the venue of any such proceeding which is brought in such a court.
- B. **Severability.** If any provision of this Agreement shall be held or deemed to be or shall, in fact, be inoperative or unenforceable under any particular circumstances because it conflicts with any provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement.
- C. **Counterparts.** 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.
- D. **Amendments in Writing.** No waiver, amendment, release, or modification of this Agreement shall be established by conduct, custom, or course of dealing, but solely by a document in writing duly executed and delivered by the City, the County, and the Sheriff.
- E. **Notices.** Except as otherwise specifically provided herein, all notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by certified mail, return receipt requested, postage prepaid or when personally delivered or when sent by registered overnight mail or delivery service charges prepaid, or

when so specified herein by Electronic Means, to the Parties hereto at the following addresses or such other address designated by such Party in writing:

1. City:

City of Acworth

Attention: _____

Telephone: _____

Email: _____

For notification of Emergency Medical Services:
Chief of Police

2. Sheriff:

Cobb County Sheriff's Office
185 Roswell Street
Marietta, Ga. 30060

Attention: _____

Telephone: _____

Email: _____

3. County:

Cobb County Manager
100 Cherokee Street
Marietta, Ga. 30090

- F. Headings.** All headings herein are intended for convenience and ease of reference purposes only and in no way define, limit, or describe the scope or intent thereof, or of this Agreement, or in any way affect this Agreement.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, this Agreement has been executed by the County, the Sheriff and a duly authorized representative of the City of Acworth as of the date set forth above.

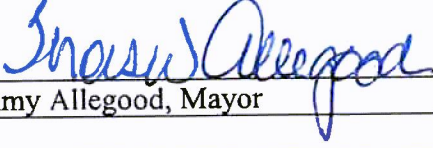
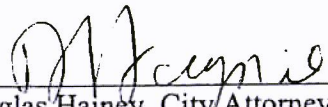
CITY OF ACWORTH	COBB COUNTY
	
Tommy Allegood, Mayor	Lisa N. Cupid, Chairwoman
Attest:	Attest:
	
Regina Russell, City Clerk	Pamela L. Mabry, County Clerk
Approved as to Form:	Approved as to Form:
	
Douglas Hailey, City Attorney	County Attorney's Office
	COBB COUNTY SHERIFF'S OFFICE
	Craig D. Owens, Sr. Sheriff

Exhibit "A"

RESOLUTION OF THE COBB COUNTY BOARD OF COMMISSIONERS REGARDING THE COUNTY JAIL CONSTRUCTION AND STAFFING ACT AND THE USE OF COBB COUNTY ADULT DETENTION CENTER FOR INMATES OF THE CITY OF ACWORTH

WHEREAS, Article III, Section IX, Paragraph VI(h) of the Georgia Constitution and O.C.G.A. § 15-21-90 *et seq.* authorize additional penalty assessments in criminal cases, traffic cases and ordinance violation cases to be used for constructing, operating, and staffing jails and detention facilities by counties ("County Jail Fund Fee");

WHEREAS, on October 24, 1989, the Cobb County Board of Commissioners placed O.C.G.A. § 15-21-90 *et seq.* into effect in Cobb County;

WHEREAS, pursuant to O.C.G.A. § 15-21-92, on September 24, 1991, the County adopted a resolution authorizing the collection and specifying the use of the County Jail Fund Fee in Cobb County;

WHEREAS, the City of Acworth, Georgia, a municipality in Cobb County, ("City") desires to enter into an intergovernmental agreement to house individuals charged with violations of City ordinances ("City Prisoners") at the Cobb County Adult Detention Center under the supervision of the Cobb County Sheriff;

WHEREAS, the Cobb County Sheriff has consented to supervise such City Prisoners;

WHEREAS, to cover the costs associated with housing such City Prisoners, the City has agreed for Cobb County to receive a per diem to be paid out of the County Jail Fund Fee collected in its Municipal Court;

WHEREAS, in order for the County Jail Fund Fee to be imposed in the City, pursuant to O.C.G.A. § 15-21-92, the County and City must enter into an intergovernmental agreement providing for the use of the county jail or detention facility by City Prisoners; and

WHEREAS, the County desires to update its imposition of the County Jail Funds Fee to include the Municipal Court of the City.

NOW, THEREFORE, BE IT RESOLVED by the Cobb County Board of Commissioners as follows:

1. The Cobb County Board of Commissioners enacts the Jail Construction and Staffing Act, O.C.G.A. § 15-21-90 *et seq.*, in order to make said law applicable for the assessment and collection of the County Jail Fund Fee by the City of Acworth Municipal Court at the rate specified by O.C.G.A. § 15-21-93 upon the execution of an intergovernmental agreement to house City Prisoners.
2. The County Jail Fund Fee shall be collected and paid over to the County by the tenth day of the month following the month in which such sums are collected pursuant to O.C.G.A. § 15-21-94.
3. The County Jail Fund Fee shall be deposited by the County into the County Jail Fund pursuant to O.C.G.A. § 15-21-94 and utilized in accordance with the Jail Construction and Staffing Act.

4. The Board of Commissioners do hereby authorize the Chairwoman to enter into an intergovernmental agreement with the City of Acworth, Georgia to provide for the use of the Cobb County Detention Center by City Prisoners, which shall provide for, among other provisions, the deposit of the County Jail Fund Fee assessed and collected by the City of Acworth pursuant to O.C.G.A. § 15-21-90 *et seq.* and remitted to the County.

SO RESOLVED AND ADOPTED by the Cobb County Board of Commissioners this ____ day of _____, 202__.

CERTIFICATION

The undersigned duly qualified Chairwoman of the Cobb County Board of Commissioners, acting on behalf of the Cobb County Board of Commissioners, certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Cobb County Board of Commissioners held on _____, 202__.

Lisa N. Cupid, Chairwoman
Cobb County Board of Commissioners

ATTEST:

Pamela L. Mabry, County Clerk
Cobb County Board of Commissioners

APPROVED AS TO FORM:

Cobb County Attorney's Office