

## CONTRACT FOR THE TRANSPORTATION OF ARRESTEES

Allowing the Sugar Hill Marshals to transport subjects in custody to the Gwinnett County Jail provides significant benefits to the city. By handling transports in-house, the Marshals reduce response times and free up Gwinnett County Police Department resources, ensuring that law enforcement coverage remains strong throughout the city. This improved efficiency leads to faster resolution of incidents, reducing the risk of liability from prolonged detention and potential claims of excessive force or unlawful restraint. Additionally, empowering the Marshals with transport capabilities strengthens their role within the community, demonstrating the city's commitment to public safety while optimizing the use of local law enforcement personnel. Ultimately, this approach enhances operational effectiveness, promotes fiscal responsibility, and ensures a higher standard of service for Sugar Hill residents.

# CONTRACT FOR THE TRANSPORTATION OF ARRESTEES

## Subject:

This contract between the City of Sugar Hill (here in after "Sugar Hill"), the City of Sugar Hill Marshal's Office (here in after "Police") and the Gwinnett County Sheriff's Office (here in after "Sheriff") addresses the transportation of arrestees pursuant to O.C.G.A. § 17-4-25.1.

## Purpose:

When any person arrested on charges originating from the jurisdiction of the city of Sugar Hill is in custody of another jurisdiction, such person must be transported to the appropriate detention facility, which is the Gwinnett County Jail operated by the Sheriff. O.C.G.A. § 17-4-25.1 applies to such transportation of arrestees. Paragraph (a) authorizes a sworn law enforcement officer from a county or municipality in which an offense is alleged to have been committed to transport an arrested person, with the warrant under which such person was arrested, from one jurisdiction to the county or municipality in which the offense is alleged to have been committed for examination before any judicial officer of that county or municipality.

Paragraph (c) authorizes Police to transport a prisoner lawfully in the custody of the Police to a medical facility, a juvenile detention facility or to a court appearance outside of the Police jurisdiction for any other lawful or necessary purpose.

Paragraph (e) authorizes a contract between the Sheriff and the Police with the approval of Sugar Hill for such transports and places any liability incurred upon the transporting agency.

## Agreement:

In consideration of the mutual benefits of the parties, which is hereby expressly recognized by the parties, the Sheriff and the Police, with the authorization of Sugar Hill, agree that the Sheriff will transport arrestees from other jurisdictions to the Gwinnett County Jail when at least one the arrestee's charges are prosecutable in the Juvenile, State, or Superior Court of Gwinnett County. The Sheriff will bear the responsibility and costs associated with the transportation. Further, the Sheriff will transport such arrestees to a medical facility, juvenile detention facility or court appearance outside such county or municipality or to transport such prisoner to a location outside such county or municipality for any lawfully required or necessary purpose.

The Sheriff and the Police, with the authorization of Sugar Hill, agree that the Police will transport arrestees from other jurisdictions to the Gwinnett County Jail when the arrestee is charged only with offenses prosecutable in the Municipal Court of the City of Sugar Hill. Police will bear the responsibility and costs associated with the transportation. Further, the Police will transport such arrestees to a medical facility, juvenile detention facility or court appearance outside such county or municipality or to transport such prisoner to a location outside such county or municipality for any lawfully required or necessary purpose.

Effective Date and terms:

This contract is effective upon the signatures of all the parties and will automatically renew annually unless any party notifies all the parties in writing of its cancellation 30 days after delivery of the notice.

_____	_____
Cleo Atwater, Chief Gwinnett Sheriff's Office	Date

_____	_____
Diane King, Chief Marshal City of Sugar Hill Marshal's Office	Date

_____	_____
Brandon Hembree, Mayor City of Sugar Hill	Date