

**INTERGOVERNMENTAL AGREEMENT**  
**CONCERNING THE PROCESSING, STORAGE, AND CONTROL OF**  
**EVIDENCE WITHIN THE CITY OF ALPHARETTA BY THE CITY OF**  
**MILTON POLICE DEPARTMENT**

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**THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”), by and between the City of Alpharetta, Georgia (“Alpharetta”) and the City of Milton, Georgia (“Milton”) entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017.**

**W I T N E S S E T H:**

**WHEREAS**, since April 16, 2007, Alpharetta has provided evidence storage services to Milton pursuant to an Intergovernmental Agreement that will terminate on April 17, 2017; and

**WHEREAS**, the parties desire for Alpharetta to continue to provide evidence storage services to Milton as described in this new Agreement; and

**WHEREAS**, the Parties are authorized to enter into this Agreement pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia of 1983 regarding intergovernmental contracts.

**NOW, THEREFORE**, it is agreed by and between the parties as follows:

**ARTICLE I**  
**GENERAL PURPOSE**

The general purpose of this Agreement is to provide an effective and efficient method for the processing, storage and control of evidence of Milton within the City of Alpharetta Public Safety Center located at 2565 Old Milton Parkway, Alpharetta, Georgia 30004 (“Center”), and to ensure an adequate chain of custody of all evidence and property seized and held by the above listed agencies.

This Agreement is entered into by each party in the spirit of joint cooperation and mutual good will.

**ARTICLE II**  
**DEFINITION OF TERMS**

For the purpose of this Agreement, the terms defined in this Article shall have the meanings given them.

**“Party”** means each of the two above named parties to this Agreement.

**“Milton”** ~~means~~ includes the City of Milton Police Department.

“Alpharetta” ~~means~~ includes the City of Alpharetta Public Safety Department.

“Officer” means any employee of the responding party, whether full time sworn, part time sworn, reserve, or civilian.

“Property and Evidence Technician” means an employee of the City of Alpharetta who is responsible for evidence collection, processing and control in accordance with Alpharetta Police Department policies and state law.

### **ARTICLE III PROCEDURE**

The Parties agree that the following procedures will govern the processing, storage and control of evidence by Alpharetta within the Center:

**Section 301.** For security management purposes, the portion of the Center designated for evidence processing and storage shall be under the exclusive control of the City of Alpharetta and the Property and Evidence Technician.

**Section 302.** Each party agrees that the Property and Evidence Technician is the designated evidence custodian for any evidence placed in the Center.

**Section 303.** Each party agrees to follow any reasonable procedures established by the Property and Evidence Technician for placing evidence into storage.

**Section 304.** The Property and Evidence Technician and the City of Alpharetta will maintain a record of all evidence placed into the Center, and when requested by any of the parties shall prepare reports concerning evidence submitted by their agency.

**Section 305.** All parties agree to share the expense of supplies needed for packaging and submittal of evidence. This expense will be based on the percentage of use by each of the parties.

**Section 306.** The Property and Evidence Technician, at no additional cost to Milton, will be available to Milton and will provide sworn testimony for any party in regard to evidentiary chain of custody issues.

**Section 307.** Each party agrees to appoint an independent staff level officer, on an annual basis, to complete an audit of the evidence storage facility(ies) at the Center.

**Section 308.** The Alpharetta Director of Public Safety, or his designee, shall be responsible for the overall supervision of the Property and Evidence Technician.

**Section 309.** Any officer who collects evidence shall be the custodian of all evidence and/or property collected until such time as it is booked into evidence at the Center.

**Section 310.** The collecting/submitting officer shall be the custodian of all evidence and/or property collected until such time as it is booked into evidence at the Center.

**Section 311.** Only the Director of Public Safety of the collecting agency, or their designee, shall respond to media requests for information concerning any evidence placed into the Center.

**Section 312.** The Property and Evidence Technician shall be responsible for the transportation or shipping of any evidence that must be sent to the Georgia Bureau of Investigation, or any other agency/lab for testing.

**Section 313.** The Alpharetta Police Department is a nationally accredited agency through the Commission on Accreditation for Law Enforcement Agencies, Inc. The Alpharetta Police Department is also a certified agency through the State of Georgia Law Enforcement Certification program, which is administered by the Georgia Association of Chiefs of Police. Alpharetta agrees to maintain ~~their-its~~ compliance with the standards relating to the processing, storage and control of evidence within the Center of both of the programs listed above in this section, as well as all applicable requirements of state and federal law regarding evidentiary chain of custody matters. Any non-compliance issues shall promptly be reported to the City of Milton Police Chief.

**Section 314.** Any complaints of officer misconduct arising out of the collection of evidence shall be investigated and addressed by the Director of Public Safety, or Police Chief, or their designee, of the party employing the officer complained of. Any complaints of misconduct arising out of the storage of evidence shall be investigated by the City of Alpharetta, which may request assistance from Milton.

#### **ARTICLE IV COMPENSATION AND CONSIDERATION**

For the processing, storage and control within the Center of evidence of the City of Milton Police Department rendered pursuant to this Agreement, Alpharetta employs one (1) additional investigative technician. All obligations of employment of such employee are the sole responsibility of the City of Alpharetta, and continuation of the terms of this Agreement is not depend~~ea~~nt on the continued employment of such employee.

Alpharetta will provide actual costs it incurs for the additional one (1) investigative technician, if applicable, and invoice Milton monthly those actual costs plus an amount equal to one-third of the cost of supplies and specific outside laboratory analysis for the City of Milton at a total cost not to exceed \$5,000.00 per month. The Milton Chief of Police ~~must~~ authorize any total monthly cost (i.e. investigative technician costs plus cost of supplies and specific outside laboratory analysis) amount greater than \$5,000.00 per month. Documentation shall be provided by Alpharetta to Milton itemizing Alpharetta's expenses upon request by Milton.

#### **ARTICLE V DURATION AND TERMINATION**

This Agreement shall begin on April 17, 2017, and shall remain in place for a term of five (5) years, unless terminated earlier as provided for herein. Either party may terminate this Agreement for convenience by providing at least sixty (60) days prior written notice of such termination to the other party. Additionally, in the event of the breach of a material term of this Agreement by either party and the failure of the breaching party to remedy such breach within thirty (30) days of receipt of notice of the breach from the non-breaching party, this Agreement shall terminate. Milton shall take custody of and remove its stored evidence from the Center within ten (10) days of the termination of this Agreement.

**ARTICLE VI.  
MISCELLANEOUS**

**Section 601. Assignment.** Neither party shall, without written consent of the other party, assign or transfer this Agreement or any rights or obligations hereunder.

**Section 602. Amendment.** The terms of this Agreement shall not be altered, amended, or modified except in writing signed by duly authorized officers or representatives of the parties.

**Section 603. Construction of Agreement.** This Agreement shall be construed under the laws of the State of Georgia.

**Section 604. Severability.** If any paragraph, subparagraph, sentence, clause, phrase, or any portion of this Intergovernmental Agreement shall be declared invalid or unconstitutional by any court of competent jurisdiction or if the provisions of any part of this Agreement as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the portions of this Agreement not held to be invalid. It is hereby declared to be the intent of the parties to provide for separable and divisible parts, and they do hereby adopt any and all parts hereof as may not be held invalid for any reason.

**Section 605. No Third Party Rights.** This Agreement shall be exclusively for the benefit of Alpharetta and Milton and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action, or other right.

**Section 606. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall constitute an original. It shall not be necessary that each signatory sign the same counterpart as long as each has signed an identical counterpart.

**Section 607. Authority to Enter Agreement.** Each of the individuals who executes this Agreement agrees and represents that he is authorized to execute this Agreement on behalf of the respective government and further agrees and represents that this Agreement has been duly passed upon by his respective government and spread upon the Minutes. Accordingly, Alpharetta and Milton both waive and release any right to contest the enforceability of this Agreement based upon the execution and/or approval thereof.

**Section 608. Notice.**

Any notice of communications hereunder shall be in writing and shall be deemed to have been delivered when deposited in the United States mail, registered or certified, addressed as follows:

Notice to Alpharetta should be mailed to:

Public Safety Director  
City of Alpharetta Department of Public Safety  
2565 Old Milton Parkway  
Alpharetta, GA 30004

Notice to Milton should be mailed to:

Chief of Police  
City of Milton Police Department  
13000 Deerfield Parkway  
Milton, GA. 30004

Or to such other address as either party may designate for itself by written notice to the other party from time to time.

**IN WITNESS WHEREOF, the Cities of Milton and Alpharetta have executed this Agreement through their duly authorized officers on the day and year first written above.**

\_\_\_\_\_  
David Belle Isle  
Mayor  
City of Alpharetta

\_\_\_\_\_  
Joe Lockwood  
Mayor  
City of Milton

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Clerk

Approved as to form:

Approved as to form:

\_\_\_\_\_  
C. Sam Thomas, City Attorney  
for Alpharetta, Georgia

\_\_\_\_\_  
Ken Jarrard, City Attorney  
for Milton, Georgia

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