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Re: Atlanta City Jail - Contracts with US Marshal

Dear Ms. Brantley,

As you may know, I am one of the members of the Fulton County Blue Ribbon Criminal Justice Commission. I believe that Suzanne Alliegro may have shared with you my request that the Office of the County Attorney make a written request to the Atlanta City Attorney for clarification regarding the specific terms of the City's current contractual obligations to the U.S. Government through the Marshals Service for jail beds at the Atlanta City Jail.

I wanted to make sure before tomorrow morning's County Commission meeting that you and your staff had available for your review the same contractual documents that have been supplied to our chair, Emmet Bondurant, by the City under his Open Records Request, which he has interpreted in the attached letter sent today to Mayor Franklin.

Attached are the following:

1) Intergovernmental Co-operative Agreement Number 3-19-94 between the US Marshals Service and the City of Atlanta ("94 Agreement")

2) Intergovernmental Service Agreement Number J-B17-M-958 between the US Marshals Service and the City of Atlanta effective 5/1/97 ("97 Agreement")

3) Intergovernmental Service Agreement Number 19-02-0068 between the US Marshals Service and the City of Atlanta effective 4/1/02("02 Agreement")

4) Modification of Intergovernmental Agreement effective 2/1/06 ("06 Amendment")

5) Letter from Emmet Bondurant to Mayor Shirley Franklin dated 4/18/06

I have reached the same conclusions from reviewing these documents as expressed in Mr. Bondurant's letter. In particular I can not find in any of the 4 different agreements written support for the City's statement to Commissioner Pitts (email dated 2/20/06) that the City has "obligated 350 beds to the Marshals and 150 to Immigration (ICE) ... [and] by contract we have to maintain 500 beds in capacity for their use."

-- The original 94 agreement only commits the City to provide 300 beds (Article V (B) on p. 4)

-- The 97 agreement, which seems clearly intended to replace the 94 agreement, also only refers to 300 beds. However, unlike the 94 agreement (which can be terminated only by mutual agreement), either the Marshals Service or the City can terminate the 97 agreement by written notice (Article V p. 4).

-- The 02 agreement, which appears to replace the 97 agreement, unlike the prior agreement contains no commitment by the City to provide any specified number of beds but like the 97 agreement can be terminated by the City by written notice. (Article V p 3). It is instructive to note that Article V in the 97 Agreement is titled "Period of Performance and Bedspace Guarantee" while Article V in the 02 Agreement is titled only "Period of Performance."

-- The 06 Amendment states that all terms of the 02 agreement remain unchanged except for a change in the per diem rate and an additional agency for the notifications provision.

As I expressed to Ms. Alliegro I feel very strongly that the County Commission should not make any decisions about the pending negotiations on the City Jail, old City Municipal Court building, or the Bellwood Quarry until the County Attorney receives a

written clarification from the City Attorney with supporting documentation as to contractual commitments to the federal government for beds at the City Jail that would prevent the City from meeting the Country's request for 500 beds.

Sincerely yours,

Clark D. Cunningham
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Attachments