

**MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN THE COBB COUNTY MAGISTRATE COURT AND  
POWDER SPRINGS POLICE DEPARTMENT REGARDING O.C.G.A. §  
16-7-21.1(a)(2) DESIGNATION**

This Memorandum of Understanding (“Agreement” or “MOU”) is entered into on the date reflected below, by and between the Magistrate Court of Cobb County, Georgia (“Magistrate Court”) and the Powder Springs Police Department, a law enforcement agency within the territorial boundaries of Cobb County, Georgia (“Agency”) (collectively referred to as the “Parties” or “parties”).

**WITNESSETH**

**WHEREAS**, on April 24, 2024, the Governor signed into law H.B. 1017, known as the “Georgia Squatter Reform Act” (“the Act”), which became effective that day;

**WHEREAS**, the Act amended Title 16, Article 2, Chapter 7, of the Official Code of Georgia Annotated by adding a new Code Section, O.C.G.A. § 16-7-21.1, to create a separate criminal offense of unlawful squatting, which is defined as “enter[ing] upon the land or premises of another and resid[ing] on such land or premises for any period of time knowingly acting without the knowledge or consent of the owner, rightful occupant, or an authorized representative of the owner...” O.C.G.A. § 16-7-21.1(a)(1);

**WHEREAS**, O.C.G.A. § 16-7-21.1(a)(2) requires that any person who commits or is accused of committing the offense of unlawful squatting receive a citation advising that he or she must present to the head of the issuing law enforcement agency or his or her designee, within three business days, properly executed documentation that authorizes the person’s entry on such land or premises;

**WHEREAS**, O.C.G.A. § 16-7-21.1(a)(4) provides that, if such person provides such documentation, a hearing shall be set within seven days of the submission of such documentation;

**WHEREAS**, the parties recognize the accelerated time frame in which the statute allows persons accused of unlawful squatting to provide documentation to the issuing law enforcement agency or its designee, and that each law enforcement agency within the bounds of Cobb County has a different jurisdictional authority;

**WHEREAS**, the Parties have determined that it is to the mutual advantage and benefit of each of the parties to streamline the process required by law and designate the Magistrate Court of Cobb County as the Powder Springs Police Department's designee for receiving any documentation allowable in O.C.G.A. 16-7-21.1 (a)(2).

**NOW THEREFORE**, in consideration of the mutual agreement hereinafter set forth, and agree as follows:

**Section 1. Effective Date**

The Effective Date of this Agreement shall be the date that the last party hereto executes the same.

**Section 2. Term**

The initial term of this Agreement shall be from the Effective Date until June 30, 2025. The Agreement shall thereafter automatically renew annually for two additional one-year terms, unless positive action is taken by either party to terminate such Agreement. Notwithstanding the stated term, any material changes to the Agreement shall require a new signature from both parties.

**Section 3. Termination of Agreement**

Either Party may terminate this agreement in writing at any time.

**Section 4. Designation**

Powder Springs Police Department hereby designates the Clerk of the Magistrate Court of Cobb County ("Clerk's Office") to receive any and all documentation presented by, or on behalf of, a person accused of unlawful

squatting pursuant to O.C.G.A. § 16-7-21.1(a)(2). The Chief Magistrate of Cobb County hereby agrees to said designation of the Clerk's Office.

### **Section 5. Responsibilities**

The Clerk's Office is responsible for providing Powder Springs Police Department with written instructions as to how, when, and where a person accused of unlawful squatting is to present the properly executed documentation in accordance with O.C.G.A. § 16-7-21.1. Such instructions may be revised and updated from time to time and any such revisions or updates will be shared with Agency.

Powder Springs Police Department is responsible for providing such written instructions to any person accused of unlawful squatting upon issuance of a citation for the same. These written instructions may be furnished electronically, such as by providing a link or QR code for a website containing said instructions.

There is no exchange of funds contemplated by this Agreement.

### **Section 6. Release**

Agency agrees to release Cobb County Magistrate Court from any and all liabilities, claims, judgments, costs, or demands for damages, whether arising directly or indirectly, out of the provision of service pursuant to this Agreement.

### **Section 7. Entire Agreement**

This Agreement represents the sole and entire agreement between the parties named herein and supersedes all previous or prior agreements, understandings, representations or commitments between the parties and their respective officials, officers, directors, contractors, employees and/or representatives. No oral promises, conditions, representations, understandings, interpretations or terms of any kind are in effect between the parties or have been offered as an inducement for either party to execute this document.

### **Section 8. Amendment**

No modification or alteration of or amendment to this Agreement shall be effective and binding unless executed by both parties with the same degree of formality as this Agreement.

**Section 9. Severability**

If any paragraph, section, provision, sentence, clause or portion of this Agreement is determined to be illegal, invalid or unenforceable, such determination shall in no way affect the legality, validity or enforceability of any other paragraph, section, provision, sentence, clause or portion of this Agreement and any such affected portion or provision shall be modified, amended or deleted to the extent possible and permissible to give the fullest effect to the purposes of the parties and to this Agreement, and the parties hereby declare that they would have agreed to the remaining parts of this Agreement if they had known that such provisions or portions hereof would be determined to be illegal, invalid or unenforceable.

**Section 10. Assignment**

Notwithstanding any provision to the contrary herein, this Agreement shall not be assigned by either party without the prior written consent of the other party. Any such assignment must be in writing and shall include an assumption by the assignee thereof of the assignor's obligations hereunder.

**Section 11. Successorship**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective administrators and successors, and except as otherwise provided in this Agreement and if applicable, their assigns.

**Section 12. Governing law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes and laws of the State of Georgia will control. Any action or suit related to this Agreement shall be brought in the Superior Court of Cobb County, Georgia, and Contractor submits to the jurisdiction and venue of such court.

**Section 13. Third-Party Beneficiaries**

This Agreement shall not be construed as, or deemed to be, an agreement for the benefit of any third parties, and no third party or parties shall have any right of action hereunder for any cause whatsoever.

**Section 14. Authorized Representatives**

The individuals whose names appear below represent that they have or have been accorded by their governing or executive bodies the necessary authority to bind the entities on whose behalf each has executed this document. This Agreement may be executed in multiple counterparts.

**Section 15. Headings**

All headings herein are intended for convenience and ease of reference 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.

In witness thereof, the parties have agreed their duly authorized representative to execute this Agreement.

AGENCY:

---

Powder Springs Police Department Lane Cadwell Chief of Police	Date
---	------

COBB COUNTY MAGISTRATE COURT:

---

Magistrate of Cobb County Judge Brendan F. Murphy Chief Magistrate of Cobb County	Date
---	------