

STATE OF ALABAMA

COUNTY OF MADISON

AGREEMENT FOR HOUSING OF CITY INMATES

THIS AGREEMENT is entered effective the 1st day of February, 2024, by Madison County, Alabama (the "County"), the Madison County Sheriff (the "Sheriff") and the City of Madison, Alabama, a municipal corporation (the "City"), (the County, the Sheriff and the City collectively referred to as the "Parties") for the housing of certain inmates arrested by the Madison Police Department and charged with misdemeanor and/or felony offenses.

RECITALS

WHEREAS, at various times, the Sheriff has available bed space in the Madison County Detention Facility (the "Detention Facility") to house persons he is not otherwise obligated to house pursuant to State law; and

WHEREAS, the City represents that it does not have suitable or available bed space in order to house persons arrested by the City, and the City desires to enter into this Agreement with the Sheriff for the housing of those inmates it arrests that the Sheriff is not otherwise obligated to house pursuant to State law. The City has agreed to compensate the Sheriff for housing such inmates.

NOW, THEREFORE, in consideration of the representations and desires set forth above and the obligations and payments to be made hereunder, the Parties agree:

I. **Performance:** The Sheriff agrees to accept and temporarily house inmates presented to the Sheriff by the City on misdemeanor and/or felony charges at any given time, but the Sheriff has absolute discretion in refusing to admit or in rejecting after admission any misdemeanant inmate the City presents for admittance into the Detention Facility. The Sheriff may refuse to admit or otherwise refuse to continue housing an inmate for any reason, including, but not limited to, (I) lack of available bed space within the facility; (2) an inmate's perceived health problems; (3) perceived disciplinary problems with the inmate; and (4) any other action that could impact the safe and orderly operation of Detention Facility.

2. **Custody and Care of Inmates:** While inmates are housed by the Sheriff pursuant to this Agreement, the inmates will be subject to all rules and regulations promulgated by the Sheriff and treated just s any other inmate housed in the Detention Facility. Inmates will be provided with food, clothing, other related sanitary items, and medical care. The costs for food, clothing, and related sanitary items proved to the inmates housed pursuant to this Agreement are covered within the per diem rate charged to the City. Inmates housed by the Sheriff will also have access to on-site medical care provided by the contractual provider of medical services. The cost of such on-site medical care is included within the per diem rate charged to the City. In the event of an emergency or any other medical reason that requires additional medical attention which onsite contractual medical personnel are unable to render, then the inmate will be transported to an appropriate medical provider outside of the Detention Facility. The City agrees that neither the Sheriff nor Madison County is responsible for paying any costs associated with providing medical care to inmates housed pursuant to this Agreement, other than the medical care provided by the contractual provider of medical services to inmates at the Detention facility, and the City further agrees that it is responsible to pay those costs associated with medical care provided to inmates outside of the facility.

3. **Payment:** The City shall pay a "booking fee" regardless of length of stay and a per diem rate based upon length of stay for every inmate the City presents to the Sheriff pursuant to this Agreement.

a. **Booking Fee:** The City agrees that costs will necessarily be incurred when the City presents an inmate to the Sheriff for housing pursuant to this Agreement. These costs will be incurred during the booking and admission process regardless of the length of stay of the inmate and even though the inmate may ultimately be denied access into the Detention Facility. For every inmate presented to the Sheriff for housing pursuant to this Agreement, the City agrees to pay the amount of Five Dollars (\$5) in order to cover some of the costs associated with the booking and admission process.

b. **Per Diem Rate:** The City further agrees that, in addition to the costs associated with booking, costs associated with housing inmates pursuant to this Agreement will necessarily be incurred. A per diem rate will be charged for each day an inmate is housed by the Sheriff. The number of days the inmate is housed by the Sheriff will be determined by the inmate's presence in the Detention Facility at midnight each day. The City agrees to pay Fifty-Five Dollars (\$55) per day for each inmate housed pursuant to this Agreement.

For example, if an inmate is accepted for housing pursuant to this Agreement at 11:30 p.m. on Monday night and released on hour later at 12:30 a.m. on Tuesday morning, then the City would incur both a booking fee of Five Dollars (\$5) and a per diem rate of one day at Fifty-Five Dollars (\$55) per day. If the inmate had been released at 11:59 p.m. on Monday (29 minutes after being admitted into the Detention Facility), then the City would continue to incur the booking fee of Five Dollars (\$5) but would not incur a per diem rate because the inmate was not incarcerated at midnight when the inmate count was conducted. Likewise, if the inmate was not accepted for housing by the detention staff for any reason (such as the perceived health problems of the inmate), then the City would continue to be responsible for the Five Dollar (\$5) booking fee.

c. **Frequency of Payment:** The Sheriff will submit a statement for services on a monthly basis to the City for payment. Payments should be made directly to the County within thirty (30) days of receipt of the statement. The payment made to the County should reference this Agreement. Failure to timely pay all charges is a sufficient basis of denying housing pursuant to this Agreement.

4. **Immunity/Third Party Beneficiary Status:** By entering into this Agreement, neither the County, the Sheriff nor the City waive any defenses or immunities to suit. Nothing herein is intended to or shall create a contractual relationship with, or any rights in favor of, or any cause of action in favor of any third party, specifically including, but in no way limited to, any inmate. No requirements contained herein create, nor were they intended to create, a federal or state right, claim, or standard to be used by an inmate against any part to this Agreement.

5. **Indemnification:** The City agrees to indemnify, defend and hold harmless the Sheriff, the County and any of their agents and employees against all claims, actions, damages, losses and expenses, including but not limited to, attorney's fees and costs, arising out of or resulting from the Sheriffs housing of any inmate pursuant to this Agreement.

6. **Removal of Inmates Upon Request:** The Sheriff may, in his discretion and for any reason, require the City to remove all inmates housed pursuant to this Agreement upon a four (4) hour notice.

7. **Transportation:** After an inmate has been admitted into the Detention Facility pursuant to this Agreement, the Sheriff shall transport an inmate as needed between facilities under the control of the Sheriff and to the emergency room for emergency medical care. In all other instances, the City shall be responsible for transportation of inmates housed pursuant to this Agreement.

8. **Supervision, Custody and Control of Inmates Admitted into a Hospital:** In the event an inmate housed pursuant to this Agreement is hospitalized for any reason, the Sheriff shall notify the City of such hospitalization. The Sheriff may, upon a four (4) hour notification, release the inmate from the Sheriff's custody and control.

9. **Effective Date and Term:** This Agreement shall take effect on February 1, 2024, and shall continue in full force and effect for a term of one (1) year. This Agreement may be renewed, amended, or extended by mutual agreement of the Parties. If the parties do not formally extend the term of the agreement after it expires, then the agreement shall renew automatically on a month-to-month basis either until renewed or until either party gives notice of termination.

10. **Notices:** Unless otherwise provided, all notices shall be in writing and considered duly given if the original is hand delivered, delivered via facsimile, or sent by United States mail, postage prepaid. All notices shall be delivered to the addresses set forth below:

Madison County:	Chairman Mac McCutcheon Madison County Commission 100 Northside Square Huntsville, Alabama 35801 Facsimile: (256) 532-6994
Madison County Sheriff:	Sheriff Kevin Turner Madison County Sheriff's Department 100 Northside Square Huntsville, Alabama 35801 Facsimile: (256) 532-6976
City of Madison, Alabama:	Mayor Paul Finley City of Madison 100 Hughes Road Madison, Alabama 35758
With a copy to:	Legal Department City of Madison 100 Hughes Road Madison, Alabama 35758

11. **Severability:** If any provision of this agreement or the application thereof is determined to be invalid or unenforceable, the remainder of that provision and all other provisions of this agreement shall remain valid and enforceable.

12. **Entire Agreement:** This agreement represents the entire agreement regarding the subject matter referenced herein among the Parties to this agreement and supersedes all prior communications, negotiations, representations, or agreements either written or oral. This agreement may be amended only by written instrument signed by all parties to this agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized person on the day and year set forth above.

MADISON COUNTY, ALABAMA

Mac McCutcheon, Chairman
Madison County Commission

ATTEST:

Kevin Jones
County Administrator

Kevin Turner, Sheriff
Madison County, Alabama

CITY OF MADISON, ALABAMA,
A municipal corporation

Paul Finley, Mayor
City of Madison, Alabama

ATTEST:

Lisa D. Thomas, City Clerk-Treasurer
City of Madison, Alabama