



STEVE RAPSON, County Administrator
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Fayetteville, Georgia 30214
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January 25, 2022

Brandon Perkins, Town Manager
950 Senoia Road
Tyrone, GA 30290

RE: 2022 Inmate Agreement Update

Brandon,

Enclosed is Fayette County's updated Inmate Agreement to reflect an increase of the inmate day rate from \$50.00 to \$57.60. This rate was based on cost calculations for fiscal year 2020. (Attachment 1)

Please review and return an original signed agreement to my attention at: 140 Stonewall Avenue West, Suite 100, Fayetteville, GA 30214. My office will forward an executed copy in return.

Sincerely,

Steve Rapson, Administrator
Fayette County Board of Commissioners

Enclosures

COUNTY OF FAYETTE

STATE OF GEORGIA

INMATE AGREEMENT

This Agreement entered into this _____ day of _____, 2022 by and between Fayette County, Georgia, acting by and through its Board of Commissioners, and _____, Georgia, acting by and through its Mayor and Council, for the placement of inmates in the Fayette County Jail Facility in Fayetteville, Georgia.

W I T N E S S E T H:

ARTICLE I. Purpose

A. Purpose. This Agreement between Fayette County, hereinafter the "County"; and _____, Georgia, hereinafter the "Confining Jurisdiction," is for establishing the parameters within which the County and the Confining Jurisdiction contemplate for the detention and care of persons incarcerated under the authority of the Confining Jurisdiction at the Fayette County Jail Facility, hereinafter the "Jail Facility." The term "Parties" is used in this Agreement to refer jointly to the County and the Confining Jurisdiction.

B. Responsibilities. This Agreement sets forth the responsibilities of the County and the Confining Jurisdiction. The Agreement states the services the County shall perform satisfactorily to receive payment from the Confining Jurisdiction at the prescribed rate.

C. Inmate Day Rate.

- 1) The Parties agree that the inmate day rate shall be \$57.60.
- 2) The Parties agree when costs are incurred for the transport of Confining Jurisdiction inmates to another jail facility as outlined in Article III (A) along with any specialty medical or dental care costs, the Confining Jurisdiction will be responsible for those costs. These costs will be added to the monthly invoice as outlined in Article IX (A).

ARTICLE II. General

A. Funding. The Confining Jurisdiction agrees to make payments to the County as set forth herein. During the term of this Agreement, the Confining Jurisdiction agrees to impose an additional penalty on fines handed down in its Municipal Court consistent with law under the Jail Construction and Staffing Act (established pursuant to O.C.G. A. § 15-21-90 et seq.). The additional penalty shall be equal to ten (10%) percent of the fine imposed under sentence handed

down by the Municipal Court Judge. Additionally, at the time of posting bail or bond, an additional sum equal to (10%) percent of the original amount of bail or bond shall be posted and paid over to the County. In every case in which the Municipal Court Judge shall order the forfeiture of bail or bond, the additional sum equal to the (10%) percent of the original bail or bond shall be paid over to the County and deposited in a special account to be known as the "County Jail Fund." Said County Jail Fund shall be used for maintaining, operating, and staffing of the Jail Facility. Said amount shall be remitted to the County monthly by no later than the tenth day of the month following the month in which such sums are collected. In the case of partial or installment payments of the penalty being made to the Confining Jurisdiction, the proportion of the installment or partial payment equal to the proportion of the additional penalty to the original fine shall be paid by the Confining Jurisdiction to the County by no later than the tenth day of the month following the month in which such partial or installment payments are received.

B. Consistent with Law. Any provision of this Agreement contrary to applicable statutes, regulations, policies, or judicial mandates is null and void, but shall not necessarily affect the balance of the Agreement.

C. Scope of Funding Obligation. The County shall assess, and the Confining Jurisdiction agrees to pay, those charges for those inmates who are incarcerated because of a sentence handed down by the Municipal Court Judge of the Confining Jurisdiction, or due to revocation of probation which was part of a sentence handed down by the Municipal Court Judge of the Confining Jurisdiction. All inmates presented to the Jail Facility by the Confining Jurisdiction for pre-trial detention who are being held pending disposition in the Municipal Court of the Confining Jurisdiction are also considered inmates from the Confining Jurisdiction.

ARTICLE III. Covered Services

A. Bed space. The County shall provide male/female beds in the Jail Facility on a space available basis. The Confining Jurisdiction will be financially liable only for the actual inmate days as defined in Paragraph (C) of this Article. An inmate presented for incarceration by the Confining Jurisdiction to the County may be relocated to another jail facility if no space is available at the Jail Facility. The County shall determine whether space is available at the Jail Facility. Should the County determine that no space is available for an inmate from the Confining Jurisdiction at the Jail Facility, the County shall transport the inmate to another jail facility. The Confining Jurisdiction agrees to continue paying the inmate day rate or the rate charged by the other jail facility, whichever is higher, for every inmate of the Confining Jurisdiction transported by the County to another jail facility in the same manner as if the inmate from the Confining Jurisdiction was still confined at the Jail Facility.

B. Basic needs. The County shall provide adult detainees with safekeeping, housing, subsistence, on-site health care and other services in accordance with this Agreement. In providing these services, the County shall ensure compliance with all applicable laws, regulations, fire and safety codes, policies, and procedures. The types and levels of services shall be those the County routinely affords to other inmates. If the County determines that the Confining Jurisdiction has delivered a person for custody who is subject to the jurisdiction of the Juvenile Justice System, the County shall not house that person with adult detainees, and shall notify the Confining Jurisdiction immediately. The Confining Jurisdiction shall immediately remove the inmate within twenty-four (24) hours of being notified by the County.

C. Unit of service and financial liability. The County will bill the Confining Jurisdiction the number of days the inmate is booked into the Jail Facility excluding the intake day and the discharge day.

D. Interpretive services. The County shall make special provisions for non-English speaking, handicapped or illiterate inmates. The Confining Jurisdiction will, upon request, assist the County in obtaining translation services. The County shall provide all instructions verbally (in English or the inmate's native language as appropriate) to inmates who cannot read.

ARTICLE IV. Receiving and Discharging Inmates

A. Required activity. Except as otherwise provided herein, the County shall receive and discharge inmates only from and to properly identified Confining Jurisdiction personnel. Presentation of Confining Jurisdiction credentials shall constitute proper identification. The exception recognized pertains to those inmates which have been relocated to another jail facility due to a lack of available bed space at the Jail Facility. The County shall furnish receiving and discharging services twenty-four (24) hours per day, seven (7) days per week.

The Confining Jurisdiction shall furnish the County with reasonable notice of receiving or discharging inmates. The County shall ensure positive identification and recording of inmates and Confining Jurisdiction officers. The County shall not permit medical or emergency discharges except through coordination with on-duty Confining Jurisdiction officers.

B. Restricted release of inmates. The County shall not release Confining Jurisdiction inmates from its physical custody to any persons other than those described in Paragraph (A) of this Article for any reason, except for either medical, other emergency situations, or in response to a writ of habeas corpus.

If a Confining Jurisdiction inmate is sought for federal, state or local court proceedings, only the Confining Jurisdiction may authorize release of the inmate for such purposes. The County shall contact the Confining Jurisdiction immediately regarding any such requests.

C. County right of refusal. The County retains the right to refuse acceptance of any inmate found to have a condition that requires medical care beyond the scope of the County's health provider.

ARTICLE V. Medical Services

Access to health care. The County shall ensure that on-site medical and health care coverage as defined below is available for all of the Confining Jurisdiction's inmates at the Jail Facility for at least eight (8) hours per day, seven (7) days per week. The County shall furnish the inmates instructions in his or her native language as prescribed in Article III, Paragraph (D) for gaining access to health care services.

ARTICLE VI. Period of Performance

This Agreement shall remain in effect until _____, _____. This Agreement shall be renewed automatically for additional one (1) year terms unless either party provides written notice of termination at least ninety (90) days prior to the end of the then current term. Subsequent renewals shall occur automatically absent proper written notice to terminate this Agreement. If, upon proper termination of this Agreement, the Confining Jurisdiction has not satisfied its financial obligation for the payment of inmate day rates to the County for the immediately preceding twelve (12)-month period, the Confining Jurisdiction agrees to remit an amount equal to the total outstanding financial liability to the County within fifteen (15) days of the effective date of the termination. If, upon proper termination of this Agreement, the Confining Jurisdiction has an existing credit with the County due to overpayment from the immediately preceding twelve (12)-month period, said credit amount shall belong to the County and will be applied for those purposes recognized as proper uses for the County Jail Fund.

ARTICLE VII. Modifications

Actions other than those designated in this Agreement will not bind or incur liability on behalf of either party. Either party may request a modification to this Agreement by submitting a written request to the other. A modification will become part of this Agreement only after the Confining Jurisdiction and the authorized signatory of the County have approved it in writing.

ARTICLE VIII. Adjusting the Inmate Day Rate

The Confining Jurisdiction shall reimburse the County at the inmate day rate provided in Article I of this Agreement. The Parties shall review and adjust the inmate day rate every three years, with the effective date for the new inmate day rate to be January 1 of the following calendar year. The Parties agree that the inmate day rate should always reflect the jail operations costs for the immediately preceding fiscal year of the County. For the purposes of this Agreement, the Parties agree that the cost of the Jail Facility shall be composed of all those costs necessary to house the inmates at the Jail Facility in a safe and secure manner. In addition, the Parties agree that a component of the operations and maintenance of the Jail Facility is the cost associated with the housing of inmates at a jail facility other than the Jail Facility.

ARTICLE IX. Enrollment, Invoicing, and Payment

A. Invoicing. The County shall submit an original itemized invoice containing the following information provided by the Sheriff's Office: the name and address of the Jail Facility; the name of each Confining Jurisdiction inmate, and his or her specific dates of detention; the total number of inmate days; the daily rate; the total inmate days multiplied by the daily rate; and the name, title, address, and telephone number of the local official responsible for invoice preparation. The County shall submit monthly invoices within the first fifteen (15) working days of the month following the calendar month when it provided the services to the Confining Jurisdiction.

B. Payment. The Confining Jurisdiction will remit funds collected for the County Jail Fund to the County pursuant to Article II. The date the County actually receives the funds shall constitute the payment date. Within thirty days subsequent to the original twelve (12)-month term and within thirty days subsequent to each successive twelve (12)-month term thereafter, the County shall notify the Confining Jurisdiction of the total amount of County Jail Funds received by the County from the Confining Jurisdiction during the immediately preceding twelve (12)-month term. The County shall also provide to the Confining Jurisdiction an itemized statement of the number of inmate days for which the Confining Jurisdiction is responsible to the County for the immediately preceding twelve (12)-month term.

C. Accounting of County Jail Fund. The Confining Jurisdiction shall report to the County the disposition of each case resolved within its Municipal Court. Information required shall be the name of the party, the offense charged, the number of days sentenced to be served at the Jail Facility, and the amount of the fine which was imposed exclusive of the County Jail Fund penalty. Additionally, should there be the posting of bail or bond, the report should include the name of the party, the offense charged, and the amount of the bail or bond posted exclusive of the County Jail Fund penalty. These reports shall be submitted to the County Finance

Department within ten (10) business days subsequent to the session of court at which these cases were disposed.

ARTICLE X. Indemnification Provisions

A. Indemnification (County). The Confining Jurisdiction shall save and hold the County harmless, and indemnify the County against any and all liability claims and costs of whatever kind and nature, for injury to or death of any person(s), or loss or damage to any property, which occurs in connection with or incident to performance of work by the Confining Jurisdiction under the terms of this Agreement, and which results from negligent acts or omissions of Confining Jurisdiction officers or employees to the extent permitted by law. The Confining Jurisdiction shall also save and hold the County harmless, and indemnify the County against any and all liability claims and costs of whatever kind and nature, for false arrest, malicious prosecution, improper arrest, and any other similar charge being brought due to some action or lack thereof by the Confining Jurisdiction. Notwithstanding anything in this Agreement contained herein to the contrary, for purposes of the Confining Jurisdiction indemnifying and holding the County harmless, any inmate arrested by the Confining Jurisdiction is considered an inmate of the Confining Jurisdiction no matter whether the underlying charge is based upon a sentence handed down by the Municipal Court Judge of the Confining Jurisdiction or otherwise.

B. Defense of suit (County). In the event an inmate files suit against the County contesting the legality of the inmate's incarceration and/or for any other event as covered in Article X (A) , including but not limited to, false arrest, malicious prosecution, and improper arrest, the Confining Jurisdiction shall move to have the County dismissed from such suit, to have the Confining Jurisdiction substituted as the proper party defendant, or to have the case removed to a court of proper jurisdiction. Regardless of the decision on any such motion, the Confining Jurisdiction shall be responsible for the defense of any suit on these grounds.

C. Confining Jurisdiction recovery right. The County shall do nothing to prejudice the Confining Jurisdiction's right to recover against third parties for any loss, destruction of, or damage to the Confining Jurisdiction's property. Upon request of the Confining Jurisdiction, the County shall, at the Confining Jurisdiction's expense, furnish to the Confining Jurisdiction all reasonable assistance and cooperation, including assistance in the prosecution of suit and execution of the instruments of assignment in favor of the Confining Jurisdiction, in obtaining recovery.

D. Other jail facility. For purposes of these Indemnification provisions, all indemnification herein which applies to the County also applies to the jurisdiction which is housing the inmate(s) from the Confining Jurisdiction which have been transported to the jail facility by the County.

E. Indemnification (Confining Jurisdiction). The County shall save and hold the Confining Jurisdiction harmless, and indemnify the Confining Jurisdiction against any and all liability claims and costs of whatever kind and nature, for injury to or death of any person (s), or loss or damage to any property, which occurs in connection with or incident to the performance of work by the County under the terms of this Agreement, and which results from negligent acts or omissions of County officers or employees to the extent permitted by law. The County shall also save and hold the Confining Jurisdiction harmless, and indemnify the Confining Jurisdiction against any and all liability claims and costs of whatever kind and nature, for bodily harm or any other similar charge brought due to some action or lack thereof by the County.

F. Defense of suit (Confining Jurisdiction). In the event an inmate files suit against the Confining Jurisdiction for an event covered in Article X (E) above, the County shall move to have the Confining Jurisdiction dismissed from such suit, to have the County substituted as the proper party defendant, or to have the case removed to a court of proper jurisdiction. Regardless of the decision on any such motion, the County shall be responsible for the defense of any suit on these grounds.

ARTICLE XI. Financial Records

A. Retention of records. All financial records, supporting documents, statistical records, and other records pertinent to contracts or subordinate agreements under this Agreement shall be retained by the County for at least three (3) years for purposes of examinations and audit. The three (3)-year retention period begins at the end of the first year of completion of service under the Agreement. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three (3)-year period, the records will be retained until completion of the action and resolution of all issues which arise from it or until the end of the regular three (3)-year period, whichever is later.

B. Access to records. The Confining Jurisdiction shall have the right of access to any pertinent books, documents, papers, or other records of the County.

ARTICLE XII. Dispute Resolution

A. All Jail Facility Costs. The County shall maintain and calculate the yearly costs of the Jail Facility. Upon request, the County shall provide the Confining Jurisdiction with a copy of the accounting records for those expenses for any subsequent fiscal years. If, after reviewing the accounting records, the Confining Jurisdiction believes that the allocation of expenses does not follow this Agreement, then the Chief Financial Officer for each of the Parties shall meet to discuss the allocation.

B. Other Matters. All other disputes shall be discussed by the Chief Administrative Officers of the Parties. If the Chief Administrative Officers cannot resolve the dispute, then either or both Parties shall be free to seek a resolution in the Fayette County Superior Court.

WHEREFORE, the Parties hereby set their hands and affix their seals as of the date first above written.

BOARD OF COMMISSIONERS OF
FAYETTE COUNTY, GEORGIA

(SEAL)

By: _____
Lee Hearn, Chairman

ATTEST:

Tameca P. Smith, County Clerk

Approved as to form:

County Attorney

MAYOR AND COUNCIL OF THE

(SEAL)

By: _____
_____, Mayor

ATTEST:

_____, Clerk

Approved as to form:

_____, Attorney

Fayette County
Calculation of Inmate Daily Rate for Calendar Year 2020
Attachment I

Calculation of the Inmate Day Rate:		
Total Annual Cost for FY 2021		\$ 7,967,919.42
Jail Operations	\$ 7,859,447.12	
Jail Capital	\$ 108,472.30	
Number of Days in Year		365
Average Daily Cost for FY 2021		\$ 21,829.92
Average Daily Inmate Population FY2020 Population used for FY2021		260
Calculated Inmate Day Rate		\$83.96
Calculated Reduced Inmate Day Rate		
(68.6% of the Adjusted Inmate Day Rate - per 2002 Inmate Agreement)		\$ 57.60