

INMATE HOUSING AND JAIL REIMBURSEMENT CONTRACT

THIS AGREEMENT is made and entered into this 10th day of May, 2021 between **Oglethorpe County**, a political subdivision of the State of Georgia, and its Sheriff, and **Walton County Georgia**, a political subdivision of the State of Georgia, and its Sheriff.

WHEREAS Oglethorpe County and its Sheriff (collectively referred to from this point forward as "County") and Walton County and its Sheriff (collectively referred to from this point forward as "Providing County"), mutually agree to the following terms:

HOUSING

At the discretion of the Oglethorpe County Sheriff, Chief Jailer, or their designee, Oglethorpe County will make its jail facility available to Providing County for the housing of its prisoners to the extent that space and resources allow. Oglethorpe County will provide normal maintenance services for all Providing County prisoners housed in the County's jail facility. Normal prisoners' maintenance services shall be defined as those ordinary and relatively routine human needs common to all prisoners as defined by the Oglethorpe County Sheriff or Chief Jailer.

The Providing County will provide an Arrest and Booking Report to the Oglethorpe County Chief Jailer or his/her designee (by mail, email, or fax) for each Providing County inmate before the scheduled pick up. Any medication or pertinent medical information will be made available as well. Additionally, all inmate property will be separated and labeled with the inmate's name prior to transport to prevent lost or mixed property.

The Oglethorpe County Sheriff or Chief Jailer has the right to refuse any prisoner who, in judgment, exhibits disruptive or volatile behavior that may jeopardize the safety and security of the Oglethorpe County Jail. Behaviors may include, but are not limited to; self-harm, chronic non-compliance, aggressive acts towards staff and inmates, damage to facility and/or its property, or any potentially communicable illness that may reasonably place other inmates and staff at risk.

TRANSPORTATION AND DELIVERY OF PRISONERS

Oglethorpe County will make one (1) scheduled trip per week to the Providing County's facility to return housed inmates to Providing County, and pick up and transport approved inmates to Oglethorpe County. Inmates will be housed until they are transported to the State Prison System as directed by the Georgia Department of Corrections. Oglethorpe County further agrees to transport said inmates to the Georgia Diagnostic and Classification State Prison as directed by the Georgia Department of Corrections. Transports to any other facilities (including, but not limited to, PDC and RSAT facilities) will be made by Providing County unless otherwise negotiated on a case by case basis between the respective parties. Transportation to medical appointments will be executed by the Providing County.

Providing County agrees to transport inmates from Oglethorpe County back to Providing County for any court dates or events where the inmate's physical presence is requested. Only when notice is given in advance, the inmate may be returned to Providing County by Oglethorpe County on the scheduled weekly transport.

PER DIEM FEE

Providing County shall pay forty (\$40.00) dollars per day for the cost of providing normal maintenance services to each of its prisoners housed in the Oglethorpe County Jail. In the event that a Providing County inmate is booked into the Oglethorpe County Jail and released within a twenty-four (24) hour period, a per diem fee will be accrued for one (1) day.

MEDICAL SERVICES

Providing County shall reimburse Oglethorpe County for any and all medical services and medication provided by Oglethorpe County to any Providing County inmate. Any medical treatment other than emergency medical care (including, but not limited to, prescription medications, treatment of certain conditions and illness) shall require prior notice to and approval by Providing County. Providing County may authorize treatment for the inmate or return the prisoner to its own custody for appropriate evaluation and/or treatment. In the event of a medical emergency involving a Providing County inmate, prior notice and approval for treatment may not be feasible as these events are time sensitive. Oglethorpe County will, however, notify

Providing County of the medical emergency as soon as reasonably possible. The decision whether or not a medical condition requires emergency care shall be at the sole discretion of the Oglethorpe County's medical provider. In the event that a Providing County inmate receiving emergency medical care is transported to the Emergency Room or admitted to the hospital, it shall be the responsibility of the Providing County to arrange for personnel to relieve the Oglethorpe County transport deputy and assume custody until the inmate is medically cleared to return to the Oglethorpe County Jail. Providing County's reimbursement to Oglethorpe County for "emergency health care" and "follow-up care" (as those terms are defined in O.C.G.A. 42-4-12) shall be no more than the applicable Georgia Medicaid rate for such emergency health care and follow-up care.

INVOICES

Oglethorpe County shall keep an invoice including all Providing County inmates housed in the Oglethorpe County Jail. The invoice will be made available to Providing County on a monthly basis and detail all Providing County inmates housed at the Oglethorpe County Jail and the number of days each inmate was housed during the specified month.

PAYMENT

The per diem and reimbursement of expenses are due and payable to Oglethorpe County thirty (30) days after receipt of Oglethorpe County's invoice. If the Providing County fails to make payment within thirty (30) days after the due date, all Providing County inmates housed by Oglethorpe County will be returned to the Providing County facility.

NOTICES

Official notices, payments, and correspondence to Oglethorpe County shall be delivered in person, transmitted by regular mail or by certified mail, postage prepared to the County Board of Commissioners, Oglethorpe County Lexington, Georgia.

RECORDS AND AUDITS

Oglethorpe County agrees, upon request, to furnish Providing County or its agents, all records pertaining to housing and maintenance of Providing County's prisoners in the county jail facility. Providing County shall have the right to audit all financial data pertaining to the fees and expenses charged to Providing County for the housing and maintenance of prisoners, which right shall survive the term of this Agreement. The Oglethorpe County Sheriff or Chief Jailer shall maintain a record of each Providing County's prisoner which shall include the duration of confinement.

MODIFICATION

This Agreement may be changed at any time during its term of operation. Changes, modifications, and deletions shall only be effective if made in writing and signed by the appropriate authorities of each party.

TERMINATION

This Agreement may be terminated by either party for any reason upon thirty (30) days prior written notice to the other party of the intended date of termination. In addition, County may terminate this Agreement and refuse to accept Providing County's prisoners if Providing County fails to remit all monies due in a timely manner.

TERM

The term of this Agreement shall be One (1) year, effective immediately, and shall automatically renew annually for a maximum of four (4) consecutive one (1) year terms unless terminated in accordance with this agreement. At the conclusion of the fourth annual renewal, there shall be no further automatic renewals unless a new agreement is executed between the parties.

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_____	_____
David Gabriel, Sheriff, Oglethorpe County, Georgia (Or Representative)	Date

_____	_____
Chairman, Oglethorpe County BOC (Or Representative)	Date

_____	_____
Joe Chapman, Sheriff, Walton County Georgia (Or Representative)	Date

_____	_____
Chairman, Walton County BOC (Or Representative)	Date