

# Walton County Department Agenda Request

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Department Name: **Walton County Sheriff's Office**

Department Head/Representative: **Tammy Kirk**

Meeting Date Request: **06/06/23**

Has this topic been discussed at past meetings?

If so, When?

**TOPIC: Inmate Housing agreement with Barrow County**

Wording For Agenda: **Agreement for Inmate housing with Barrow County**

This Request: Informational Purposes Only Needs Action by Commissioners\* **yes**

\*What action are you seeking from the Commissioners? **Acceptance**

Department Comments/Recommendation: **This agreement is exactly like the one we have for Washington County.**

Additional Documentation Attached? **Copy of agreement**

Is review of this request or accompanying documentation by the County Attorney required? **yes**

If so, has a copy of the documentation been forwarded to County Attorney? **yes**

Date forwarded to County Attorney: **05/15/23**

Has the County Attorney review been completed? **no**

If this request involves the expenditure of county funds, please answer the following:

Approved in current budget?

Budget information attached?

Comments:

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Purchasing Department Comments:

County Attorney Comments:

Chairman's Comments:

## INMATE HOUSING AND JAIL REIMBURSEMENT CONTRACT

THIS AGREEMENT is made and entered into this 15 day of May 2023 between Barrow 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 Barrow 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 Barrow County Sheriff, Chief Jailer, or their designee, Barrow will make its jail facility available to Providing County to house its prisoners to the extent that space and resources allow. In addition, Barrow County will provide regular maintenance services for all Providing County prisoners housed in the County's jail facility.

Ordinary prisoner's maintenance services shall be defined as those ordinary and relatively routine human needs common to all prisoners as defined by the Barrow County Sheriff Chief Jailer.

The Providing County will provide an arrest and booking report to the Barrow County Chief Jailer or his/her designee (by mail, email, or fax) for each Providing County inmate before the scheduled transfer. 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 before transport to prevent lost or mixed property.

The Barrow 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 Barrow County Jail. Behaviors may include but are not limited to self-harm, chronic non-compliance, aggressive acts towards staff and inmates, damage to the facility and its property, or any potentially infectious illness that may reasonably place other inmates and staff at risk.

### **TRANSPORTATION AND DELIVERY OF PRISONERS**

Providing County will be responsible for all transportation of housed inmates.

### **PER DIEM FEE**

Providing County shall pay fifty-five (\$55.00) dollars per day for the cost of offering routine maintenance services to each of its prisoners housed in the Barrow County Jail. In addition, if a Providing County inmate is booked into the Barrow 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 Barrow County for all medical services and medication provided by Barrow County to any Providing County inmate. Any medical treatment other than emergency medical care (including, but not limited to, prescription medications, treatment of specific 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 custody for appropriate evaluation and 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. Barrow County will, however, notify Providing County of the medical emergency as soon as reasonably possible. The decision whether a medical condition requires emergency care shall be at the sole discretion of Barrow County's medical provider. Suppose a Providing County inmate receiving emergency medical care is transported to the emergency room or admitted to the hospital. In that case, it shall be the responsibility of the Providing County to arrange for personnel to relieve the Barrow County transport deputy and assume custody until the inmate is medically cleared to return to the Barrow County Jail. Providing County's reimbursement to Barrow County for "emergency health care" and "follow-up care" (as those terms are defined in O.C.G.A. 42-4-105) shall be no more than the applicable Georgia Medicaid rate for such emergency health care and follow-up care.

### **INVOICES**

Barrow County shall keep an invoice including all Providing County inmates housed in the Barrow County Jail. The invoice will be made available to Providing County monthly and detail all Providing County inmates housed at the Barrow 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 Barrow County thirty (30) days after Barrow County's invoice. Suppose the Providing County fails to make payment within thirty (30) days after the due date. In that case, all Providing County inmates housed by Barrow County will be returned to the Providing County facility.

### **NOTICES**

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

**RECORDS AND AUDITS**

Barrow County agrees, upon request, to furnish Providing County or its agents all records of housing and maintenance of Providing County's prisoners in the county jail facility. Providing County shall have the right to audit all financial data of 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 Barrow County Sheriff or Chief Jailer shall maintain a record of each Providing County's prisoner, including 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, Barrow County may terminate this agreement and refuse to accept Providing County's prisoners if Providing County fails to remit all monies due promptly.

**TERM**

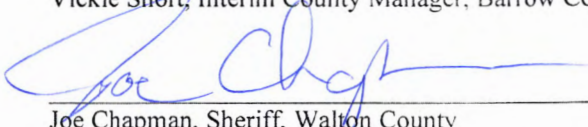
The term of this Agreement shall be one (1) year, effective immediately, and shall automatically renew annually for a maximum of four (4) consecutive one (1) year terms unless terminated per this agreement. After the fourth annual renewal, there shall be no further automatic renewals unless a new agreement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

  
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Jud Smith, Sheriff, Barrow County

5/15/2023  
Date

  
\_\_\_\_\_  
Vickie Short, Interim County Manager, Barrow County

5/15/2023  
Date

  
\_\_\_\_\_  
Joe Chapman, Sheriff, Walton County

\_\_\_\_\_  
Date

\_\_\_\_\_  
David Thompson, Chairman, Walton County

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Date