

Walton County Department Agenda Request

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

Department Head/Representative: **Kim McCord**

Meeting Date Request: **09/01/2026**

Has this topic been discussed at past meetings? **No**

If so, When?

TOPIC: **Agreement with Fulton County SO for Temporary Housing of Inmates**

Wording For Agenda: **Fulton County SO Agreement for Temporary Housing of Inmates**

This Request: **Informational Purposes Only** Needs Action by Commissioners* **Yes**

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

Department Comments/Recommendation:

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: **08/13/2026**

Has the County Attorney review been completed? **Yes, 08/17/2026**

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

Approved in current budget?

Budget information attached?

Comments:

Purchasing Department Comments:

County Attorney Comments:

Chairman's Comments:

**INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN THE FULTON COUNTY SHERIFF'S OFFICE AND THE
WALTON COUNTY SHERIFF'S OFFICE TO BOARD AND PROVIDE FOR THE
TEMPORARY HOUSING OF INMATES AT THE WALTON COUNTY JAIL**

THIS INTERGOVERNMENTAL AGREEMENT FOR TEMPORARY INMATE HOUSING ("IGA" or "Agreement") is made and entered into upon all parties affixing their signatures on this document between Patrick "Pat" Labat, in his official capacity as Fulton County Sheriff ("Sheriff Labat" or "Fulton Sheriff") and Keith Brooks, in his official capacity as Walton County Sheriff ("Sheriff Brooks" or "Walton Sheriff").

WHEREAS, Walton County owns a jail facility located at 350 Georgia Ave, Monroe, GA 30655, known as the Walton County Jail (the "WCJ");

WHEREAS, the WCJ is placed in the keeping of the Walton Sheriff under O.C.G.A. § 36-9-8;

WHEREAS, the Fulton Sheriff houses both male and female inmates in the Fulton County Jail;

WHEREAS, Fulton County's court system is suffering a significant case backlog from COVID-19 induced court closures, which, at times, has caused the Fulton County Jail to reach and exceed its maximum and operational capacities;

WHEREAS, currently, the Fulton County jail has five hundred thirty (530) beds out of service for maintenance work;

WHEREAS, as a short-term solution to alleviating the overcrowding issues, the Fulton Sheriff desires to enter into an agreement with the Walton Sheriff for boarding of certain Fulton County Inmates at the WCJ, and for provision of certain services related thereto, on an as needed basis;

WHEREAS, the Walton Sheriff, with consent of Walton County as property owner, is willing to house up to sixty-eight (68) Fulton County Inmates at the Walton Sheriff's discretion and in accordance with the terms of this Agreement;

NOW, THEREFORE, in consideration of the mutual benefits flowing from one party to the other, it is hereby agreed as follows:

1. PURPOSE

The purpose of this IGA is to establish the terms under which up to sixty-eight (68) Fulton County Inmates may be housed at the WCJ.

2. DEFINITIONS

For the purposes of this Agreement, the terms below are defined as follows:

"Classification" means the classification and screening requirements set forth in Section 4 of this Agreement and as otherwise required or provided by Walton County or Walton Sheriff's policies.

"Walton County Jail" means the Walton County jail facility located at 350 Georgia Ave Monroe, GA 30655, known as the "WCJ"

"Fulton County Inmate" a person subject to the Fulton Sheriff's custody for whom a request to transfer custody has been made to the Walton Sheriff under this Agreement.

"Policies" means Walton County and Walton Sheriff policies and regulations as applicable to Walton County inmates which shall also be applicable to all Fulton County Inmates requested for transfer or housed by the Walton Sheriff under this Agreement.

3. HOUSING

The Walton Sheriff agrees to provide housing, care, and custody to Fulton County Inmates pursuant to WCJ policies and procedures and consistent with the types and levels of services and programs routinely afforded Walton County's inmate population, and fully consistent with all applicable laws, standards, policies, and procedures applicable to its facility, unless or as specifically modified by this IGA. The number of Fulton County Inmates shall not exceed sixty-eight (68) adult female or male inmates. Adult inmates include those inmates who are seventeen (17) years old. Fulton County Inmates must meet the classification thresholds of Walton County Sheriff's Office, subject to all applicable Walton County policies, or as otherwise approved by the Walton Sheriff or designee.

4. BACKGROUND INFORMATION AND TRANSFER REQUEST/ACCEPTANCE

At least forty-eight (48) hours prior to the transfer and/or acceptance of Fulton County Inmates, the Fulton Sheriff or their designee shall submit a written request to the Walton Sheriff or their designee with the specific number and Fulton classification for each Fulton inmate requested for transfer (hereinafter, the "Request"). At the time of Request, the Fulton Sheriff shall provide the following information, if known to or in possession of the Fulton Sheriff, regarding each Fulton County Inmate: (1) If the Fulton County Inmate has been classified to a special housing unit and/or if the Fulton County Inmate has been classified as protective custody; (2) If the Fulton County Inmate is a violent offender or has displayed violent behavior during present or past incarcerations; (3) If the Fulton County Inmate is an escape risk; (4) If the Fulton inmate has any medical, psychiatric or mental health needs, disabilities or illnesses; and (5) any other classification requirements existing or created pursuant to all applicable Walton County or Walton Sheriff's policies and procedures.

Fulton County Inmates shall not be transferred until written acceptance of said Request is made by the Walton Sheriff or their designee (hereinafter, "Acceptance"). The Walton Sheriff retains the right to refuse any Fulton County Inmate for any reason. The Walton Sheriff shall determine and schedule the date and time for transfer of all Fulton County

Inmates. At the time of transfer, the Fulton Sheriff shall provide the Walton Sheriff with all relevant information concerning the classification and background of each Fulton County Inmate at the time of transfer to the WCJ. The Fulton Sheriff shall also supply the Walton Sheriff with any available medical, dental, psychological, or psychiatric history and information with respect to each Fulton County Inmate. For the purposes of this section, Request(s) and Acceptance via electronic communications between the Parties to a designated Sheriff's representative and working e-mail address shall be acceptable.

5. INMATE DISCIPLINE

If a Fulton County Inmate housed at the WCJ engages in a violation of facility rules that would result in disciplinary charges under WCJ Policy, the Walton Sheriff will notify the Fulton Sheriff of the incident and the inmate may be returned to the Fulton Sheriff's custody. The Fulton Sheriff agrees that a transfer and transport of the Fulton County Inmate back to the Fulton County Jail will be scheduled and completed within twenty-four (24) hours of said notice.

6. COORDINATION

A designated representative of the Fulton Sheriff and Walton Sheriff shall be available twenty-four (24) hours per day, seven (7) days per week to discuss problems or issues pertaining to the housing and administration of the Fulton County inmates. The Walton Sheriff or his designee shall have the sole discretion to act in emergency circumstances (including, but not limited to medical, pandemic or otherwise) or to initiate the transfer of a Fulton County Inmate back into the custody of the Fulton Sheriff.

7. MEDICAL AND OTHER SERVICES

The Walton Sheriff shall provide Fulton County Inmates with in-facility routine medical, dental, psychological, or psychiatric care consistent with the care provided to Walton County inmates and as guided by the American Correctional Association (ACA) and/or National Commission on Correctional Health Care (NCCHC). The Walton Sheriff shall also provide necessary prescription drugs to Fulton County Inmates in the same manner provided to Walton County inmates

Fulton County Inmates shall be responsible for co-payment for health services in the same manner as the Walton Sheriff's own inmate population, and in accordance with WCJ policies. No Fulton County Inmate will be denied necessary health care because of an inability to pay for health services.

The Walton Sheriff agrees to immediately notify the Fulton Sheriff of the need to remove any Fulton County inmate for emergency purposes, including, but not limited to emergency medical, dental, psychological, or psychiatric care. Upon the occurrence of a medical emergency that requires emergency transport to an outside medical facility, the Fulton County Inmate will immediately be deemed to have been returned to the custody of the Fulton Sheriff as soon as the Fulton County Inmate leaves the WCJ and enters the ambulance for emergency transport. However, the Walton Sheriff's deputy or deputies will

accompany the Fulton County Inmate to the outside medical facility and provide security over said inmate until Fulton Sheriff personnel arrive to take over security. Fulton Sheriff agrees that Fulton Sheriff personnel shall arrive to the outside medical facility to take over security of the Fulton County Inmate within four (4) hours of initial notification by the Walton Sheriff.

Fulton Sheriff agrees that the decision by the Walton Sheriff's third-party medical provider to refer inmates to a local hospital for medical care or treatment is in the discretion of said third party medical provider.

If the Walton Sheriff or his designee determines that transfer for non-emergency outside treatment is required, the Walton Sheriff or his designee will notify the Fulton Sheriff and the Fulton Sheriff shall promptly coordinate and provide for such transfer and treatment and/or remove the inmate from WCJ for care or treatment within twenty-four (24) hours from said notification.

Fulton Sheriff acknowledges and agrees that in all instances, the Walton Sheriff shall not be responsible or liable for medical decisions or treatment for or related to any Fulton County inmate.

Fulton Sheriff shall provide Walton Sheriff with any medical records of the Fulton County Inmates upon request of the Walton Sheriff at any time, including prior to the housing of such inmates at the WCJ. Walton Sheriff shall be authorized to provide such records to the contracted medical providers at the WCJ.

8. EMERGENCY MEDICAL CARE COSTS

The Fulton Sheriff shall be solely responsible for all costs and expenses associated with emergency medical care provided to any Fulton County Inmate housed pursuant to this Agreement, including, but not limited to, emergency room treatment, hospitalization, ambulance or other emergency medical transportation, diagnostic testing, procedures, medications, and other medically necessary services arising from the emergency. Emergency medical treatment shall not be delayed pending authorization from FCSO.

9. SPECIALTY MEDICATIONS AND MEDICAL CARE

Notwithstanding anything contained in Section 7 (Medical and Other Services) or any other provisions of this Agreement to the contrary, the Parties expressly agree as follows:

A. Definition. For purposes of this Agreement, "Specialty Medications" shall mean high-cost, non-formulary, limited-distribution, biologic, injectable, infusion-based, or specialty pharmacy medications, including but not limited to medications prescribed for the treatment of Hepatitis C, HIV/AIDS, cancer, multiple sclerosis, autoimmune disorders, rare diseases, or other chronic, complex, or catastrophic medical conditions requiring specialized procurement, handling, administration, or monitoring.

B. Financial Responsibility. The Fulton Sheriff shall be solely and exclusively responsible for all costs associated with Specialty Medications prescribed to or required

by any Fulton County Inmate housed at the Walton County Jail pursuant to this Agreement. Such responsibility shall include, but not be limited to:

1. Acquisition or purchase cost of the Specialty Medication;
2. Specialty pharmacy dispensing fees;
3. Costs associated with administration of the Specialty Medication when outside ordinary in-facility routine care;
4. Laboratory testing, monitoring, or specialty consultations required specifically as a condition of prescribing or continuing such Specialty Medication; and
5. Any outside provider costs directly attributable to Specialty Medication treatment.

Under no circumstances shall the Walton Sheriff or Walton County be financially responsible for Specialty Medications for any Fulton County Inmate.

C. Pre-Authorization. Except in cases of documented medical emergency as determined by the Walton Sheriff's contracted medical provider, the Walton Sheriff or designee shall notify the Fulton Sheriff prior to initiating any Specialty Medication for a Fulton County Inmate. In emergency circumstances requiring immediate administration, notice shall be provided to the Fulton Sheriff as soon as practicable, but no later than twenty-four (24) hours after initiation.

D. Procurement and Payment Procedure. The Parties may mutually agree whether the Specialty Medication will be:

1. Provided directly by the Fulton Sheriff; or
 2. Procured by the Walton Sheriff and invoiced to the Fulton Sheriff.
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If procured by the Walton Sheriff, the Fulton Sheriff shall reimburse the full invoiced amount within thirty (30) days of receipt of itemized billing. Such billing may be submitted separately from the monthly per diem invoice.

E. Specialty Medical Care. The Parties agree that off-site specialty medical, dental, psychiatric, and psychological care of Fulton County Inmates, to include all examinations, testing, treatments, and procedures, shall be the responsibility of the Fulton Sheriff and that the fees for such specialty medical care shall be paid by the Fulton Sheriff.

F. No Delay of Care. Nothing in this Section shall be construed to delay, deny, or interfere with constitutionally required medical care. The Parties acknowledge their obligation to ensure adequate medical treatment consistent with applicable law.

G. Survival. The financial obligations set forth in this Section shall survive termination of this Agreement for any Specialty Medication costs incurred during the term of housing.

10. PER DIEM

The Walton Sheriff agrees, for the Initial Term, to house Fulton County Inmates at a per diem rate of \$80 per inmate per detained day. A "detained day" is a maximum of twenty-four (24) hours or any part thereof. The Walton Sheriff shall calculate the Fulton County Sheriff's obligation for each calendar month during the Initial Term of this IGA, and before the end of the next calendar month, shall send a monthly statement showing the Fulton Sheriff's total monthly obligation in care of the Fulton County Sheriff as addressed below:

Invoices shall be submitted as follows:

Via Mail:

Fulton County Sheriff's Office
Attn: Finance Unit
185 Shirley C. Franklin Blvd, S.W.
9th Floor
Atlanta, GA 30303

OR

Via Email:

Email: FCSOPurchasing@fultoncountyga.gov

At minimum, original invoices must reference all of the following information:

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- 1) Vendor Information
 - a. Vendor Name
 - b. Vendor Address
 - c. Vendor Code
 - d. Vendor Contact Information
 - e. Remittance Address
 - 2) Invoice Details
 - a. Invoice Date
 - b. Invoice Number (uniquely numbered, no duplicates)
 - c. Purchase Order Reference Number
 - d. Date(s) of Services Performed
 - e. Itemization of Services Provided/Commodity Units

The Fulton Sheriff may make payment via check to the Walton County Finance Department. The Fulton Sheriff shall pay all sums owed under its monthly obligation within thirty (30) days of billing submission.

The per diem rate for any renewal term will be negotiated prior to the time of potential renewal.

11. REFUSAL AND/OR RETURN OF INMATES

A Fulton Sheriff's Deputy shall be present at all times during the Walton Sheriff's screening, booking and classification of Fulton County Inmates. The Walton Sheriff reserves the right to refuse receipt of, or return to the Fulton Sheriff, any Fulton County Inmate at any time for any reason.

If a Fulton County Inmate is accepted into Walton Sheriff custody, and the Walton Sheriff subsequently decides to return the Fulton County Inmate to Fulton, the Walton County Sheriff's Office will provide notice to the Fulton Sheriff, who is responsible for transporting the Fulton inmate back to the Fulton Jail. The return transport shall be scheduled by the Fulton Sheriff and shall take place within twenty-four (24) hours of initial notice from the Walton Sheriff.

12. RELEASE OF FULTON INMATES FROM CUSTODY

The Fulton Sheriff shall be solely responsible for scheduling and coordinating with the Walton Sheriff the release time and dates of each boarded Fulton County Inmate in the Walton Sheriff's custody. In order to avoid misunderstanding or unclear directions, Fulton Sheriff shall be unilaterally responsible for resuming custody of and releasing its boarded prisoners when incarceration is no longer legally justified or required.

In no event shall the Walton Sheriff, or any officer or employee of the Walton Sheriff, have any responsibility to ensure that a boarded prisoner is not (1) improperly released from custody, or (2) improperly detained beyond the period of legal incarceration.

13. TRANSPORTATION

Except in the event of an emergency, the Fulton Sheriff shall be responsible for providing transportation for all Fulton County Inmates, including but not limited to transportation for Court appearances, non-emergency medical or dental care, psychological or psychiatric treatment, or interviewing, or for the release of a Fulton County Inmate. The Fulton Sheriff shall ordinarily provide at least two (2) hours advance notice. Any exception to this 2-hour advanced notice requirement must be approved by the Detention Facility Commander.

14. NOTICES

Official notices and correspondence to the Walton Sheriff shall be delivered in person, transmitted by regular mail or by certified mail, postage prepaid to:

Walton County Sheriff's Office
Attn: Chief Jailer
350 Georgia Ave.
Monroe, GA 30655

Official notices and correspondence to the Fulton Sheriff shall be delivered in person, transmitted by regular mail or by certified mail, postage prepaid to:

Fulton County Sheriff's Office
Attn: Finance Unit
185 Shirley C. Franklin Blvd, S.W.
9th Floor
Atlanta, GA 30303

15. RECORDS, AUDIT

The parties agree upon request to furnish the other party and their Sheriff and agents all non-privileged, non-confidential, public records pertaining to status, criminal record, housing, and medical care of Fulton County Inmates in the WCJ and all medical information associated with all Fulton Inmates for screening and medical purposes subject to all applicable HIPAA requirements.

16. GOVERNMENTAL IMMUNITIES

Notwithstanding anything herein to the contrary, no parties to this IGA waive their sovereign immunity or any other immunity or defense allowed by law.

17. RESERVED.

18. TERM

This IGA will become effective upon the date of signature of all parties. The initial term shall be for twelve (12) consecutive months ("Initial Term"). Thereafter, this IGA shall be automatically renewed for up to three (3) successive one (1) year terms (each one-year term occurring after the initial term shall be referred to as a "Renewal Term"), unless either Party to the IGA provides written notice to the other party of its intent not to renew this IGA at least 30 days prior to the expiration of the then current initial term or Renewal Term. Upon conclusion of the Three Renewal Terms either Party may request renewal of this IGA for an additional term of no more than twelve (12) months by giving notice to the other Party at least thirty days prior to the expiration of the third renewal term. Each renewal after the third Renewal Term requires a formal written amendment authorized and executed by all parties hereto. If the Parties do not renew this IGA after the Initial Term or any Renewal Term, then this IGA shall terminate, and the provisions of Section 21 shall govern return of Fulton County Inmates and per diem fees for any delay beyond the 30-day deadline therein.

19. MODIFICATION OR AMENDMENT

Modification or amendment of this Agreement shall be made only in writing and subscribed to by the parties. No modifications or alterations of this Agreement shall be valid until executed in writing by all parties hereto.

20. WAIVER

The waiver by any party of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach whether of the same or another provision of this Agreement.

21. SEVERABILITY

It is hereby declared to be the intention of this Agreement that its sections, paragraphs, sentences, clauses, and phrases are severable, and should any portion of this Agreement be declared invalid or unconstitutional, the remainder of this Agreement shall remain in full force and effect.

22. TERMINATION

This IGA may be terminated by the Walton Sheriff or Fulton Sheriff for any reason upon thirty (30) days prior written notice to the other party of the intended date of termination.

All Fulton County Inmates that are housed at the WCJ shall be removed from the WCJ by the Fulton Sheriff within thirty (30) days of written notice of termination by either party. ~~For each day beyond the 30-day deadline that a Fulton County Inmate remains at the WCJ,~~ Fulton Sheriff will be in breach of the Agreement, and Walton Sheriff remains entitled to pursue all remedies provided by law for such breach. Fulton Sheriff's payment and obligations hereunder shall survive the termination or non-renewal of this Agreement.

23. ENTIRE AGREEMENT

This IGA contains all the terms and conditions and represents the entire agreement between the parties and supersedes any pre-existing agreements relating to the use of WCJ for housing Fulton County inmates. There are no understandings, representations, or agreements, written or oral, other than those contained in this IGA.

24. LAW

This Agreement shall be construed under the Laws of the State of Georgia. For all disputes under or related to this Agreement, venue shall be in the Superior Courts of Walton County, Georgia.

25. NO THIRD PARTY BENEFICIARIES.

The terms of this Agreement shall be enforceable only by the named parties hereto, there are no intended beneficiaries of this Agreement other than the named parties hereto.

26. CAPTIONS.

The paragraph headings provided herein are provided for convenience and reference only and shall not be utilized in construing the terms hereof.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Walton Sheriff and the Fulton Sheriff have caused this IGA to be duly enacted by their proper officers and so attest with their county seals affixed hereto as set forth in duplicate originals.

WALTON COUNTY SHERIFF



By: Keith Brooks, Sheriff

Date: 8/17/2026

FULTON COUNTY SHERIFF



By: Patrick "Pat" Labat, Sheriff

Date: 8/17/2026