



REQUEST FOR BOARD ACTION

ITEM NO. 15.

DATE OF MEETING: September 3, 2013

REQUESTED BY: Carson Smith, Sheriff

SHORT TITLE: Resolution Authorizing Approval of an Interlocal Agreement with Onslow County for the Transfer, Detention, and Care of Pender County Inmates.

BACKGROUND: Due to overcrowding in the Jail, inmates are being housed in other jails in the region. Onslow County has offered to house Pender County inmates at the rate of \$50 dollars per inmate, per day. The attached Interlocal Agreement is necessary for Onslow County to provide this service. The Board is asked to approve the Agreement.

SPECIFIC ACTION REQUESTED: To consider a resolution approving the attached Interlocal Agreement with Onslow County.

COUNTY MANAGER'S RECOMMENDATION

Respectfully recommend approval.


Initial

RESOLUTION

NOW, THEREFORE BE IT RESOLVED by the Pender County Board of Commissioners that:

the attached Interlocal Agreement with Onslow County for the Transfer, Detention, and Care of Pender County Inmates is hereby approved. The Chairman/County Manager shall have the authority to execute any/all documents necessary to implement this resolution.

AMENDMENTS:

MOVED _____ SECONDED _____

APPROVED _____ DENIED _____ UNANIMOUS _____

YEA VOTES: Brown ___ McCoy ___ Tate ___ Ward ___ Williams ___

George R. Brown, Chairman 09/03/2013
Date

ATTEST 09/03/2013
Date

**INTERLOCAL AGREEMENT
TRANSFER, DETENTION, AND CARE
OF PENDER COUNTY INMATES**

This INTERLOCAL AGREEMENT for the transfer, detention, and care of Pender County inmates is made by and between the County of Onslow, North Carolina ("Onslow County"), the Sheriff of Onslow County ("Onslow County Sheriff"), the County of Pender, North Carolina ("Pender County"), and the Sheriff of Pender County, North Carolina ("Pender County Sheriff").

WHEREAS, pursuant to N.C.G.S. § 162-22, the Pender County Sheriff is responsible for the operation of the Pender County jail; and

WHEREAS, pursuant to N.C.G.S. § 162-22, the Onslow County Sheriff is responsible for the operation of the Onslow County jail (hereinafter "Onslow County Detention Center"); and

WHEREAS the State of North Carolina has established an authorized capacity for the Pender County jail; and

WHEREAS the Pender County jail is over its authorized capacity for the detention of inmates; and

WHEREAS the State of North Carolina has established an authorized capacity for the Onslow County Detention Center; and

WHEREAS the Onslow County Detention Center is under its authorized capacity for the detention of inmates, and

WHEREAS it is necessary transfer inmates incarcerated at the Pender County jail to other jail facilities in order to reduce the population of persons incarcerated at the Pender County jail; and

WHEREAS, pursuant to N.C.G.S. § 160A-461 and 162-39(c), counties are authorized to enter into interlocal agreements with other counties to provide jail facilities to which prisoners may be transferred;

WHEREAS the Pender County Board of Commissioners has authorized the expenditure of funds necessary to safely transfer, detain, and care for Pender County inmates transferred to other jail facilities; and

WHEREAS the Onslow County Detention Center has the capacity to accept, detain, and care for additional inmates; and

WHEREAS the Onslow County Sheriff and Onslow County have agreed to accept, detain, and care for additional inmates from the Pender County jail pursuant to the terms stated herein; and

WHEREAS the Pender County Sheriff has agreed to transfer inmates from the Pender County jail to the Onslow County Detention Center pursuant to the terms stated herein; and

WHEREAS the Pender County Sheriff and the Onslow County Sheriff desire to memorialize the procedures by which Pender County inmates are transferred, maintained, bonded, and released.

NOW THEREFORE, in consideration of the terms and conditions stated herein, the parties agree as follows:

A. Definitions

1. "Onslow County" will mean the County of Onslow as a body politic and corporate and, unless otherwise specified, the Onslow County Sheriff.
2. "Pender County" will mean the County of Pender as a body politic and corporate and, unless otherwise specified, the Pender County Sheriff.
3. "Inmate" will mean detainees and prisoners.
4. "Detention Center" will mean the Onslow County Detention Center of the Onslow County jail.

B. Onslow County

1. The Onslow County Sheriff agrees to strive at all times to maintain the highest standard of professionalism, performance, and care with regard to the detention and maintenance of Pender County inmates.
2. The Onslow County Sheriff agrees, pursuant to the terms and conditions stated herein, to accept, detain, and care for inmates from Pender County.
3. The Onslow County Sheriff agrees to provide the same standard of care to the Pender County inmates with regard to surveillance, security, and protection as is afforded to inmates of Onslow County.
4. The Onslow County Sheriff agrees to immediately report to the Pender County Sheriff or his Chief Deputy all information obtained from Pender County inmates relating to any crime committed within the jurisdiction of the Pender County Sheriff's Office, or within the jurisdiction of any other agency relevant to the Pender County Sheriff's Office.
5. The Onslow County Sheriff agrees to immediately report to the Pender County Sheriff or his Chief Deputy a request from an inmate to speak with the officer handling the inmate's case.

6. The Onslow County Sheriff agrees to maintain an individual file on each Pender County inmate. The file will contain all relevant information relating to the inmate other than protected medical information. The file will further contain reports of combative or threatening behavior or other aggravating factors that may be necessary for the safety of transport officers, jail personnel, or that may be relevant to judges at sentencing. This file will be provided to the Pender County Sheriff upon request.
7. The Onslow County Sheriff will provide a monthly invoice to the Pender County Sheriff, showing the identity of each inmate and the number of nights each inmate has been incarcerated in the Detention Center. The Onslow County Sheriff will assist the Pender County Sheriff and Pender County in their efforts to administratively track and control inmates incarcerated in the Detention Center. All other costs not included in the daily rate and not directly billed to Pender County by the medical provider under Paragraph D of this Agreement will be invoiced to the Pender County Sheriff. Pender County will remit payment to Onslow County within thirty (30) days of the date of the invoice(s).
8. Pender County inmates will be provided the same opportunity to contact their attorney as provided to Onslow County inmates.
9. The Onslow County Sheriff will maintain a visitors' log for all inmates, including Pender County inmates, and shall provide the same to the Pender County Sheriff upon request.
10. The Onslow County Sheriff agrees to immediately report to the Pender County Sheriff or his Chief Deputy any occurrence that is life threatening to a Pender County inmate or a life threatening occurrence caused by a Pender County inmate to another inmate.
11. The Onslow County Sheriff may return to the Pender County Sheriff at any time any disruptive Pender County inmate or a Pender County inmate with a significant medical condition requiring hospitalization. The Pender County Sheriff will ensure the removal from and be responsible for the transport of the Pender County inmate from the Detention Center within twelve (12) hours of notification by the Onslow County Sheriff. The Pender County Sheriff will require any person purporting to be Pender County Sheriff authorized personnel for the purpose of transport or removal of inmates to present proper credentials or documentation. Pender County inmates will not be accepted nor released to any individual unable to identify him or herself as Pender County Sheriff authorized personnel.
12. Onslow County cannot guarantee that a definite number of inmate spaces or beds in the Detention Center will be available to Pender County. Acceptance will be based upon availability at the time of request.

C. Pender County

1. As reimbursement for the detention and care of Pender County inmates, Pender County will pay Onslow County the rate of **Fifty Dollars and No Cents (\$50.00) per day ("daily rate")** for each inmate housed at the Detention Center. Any inmate accepted in or released from the Detention Center prior to twelve o'clock noon will be charged half ($\frac{1}{2}$) the daily rate. Any inmate accepted in or released from the Detention Center after twelve o'clock noon will be charged the full daily rate.
2. The Pender County Sheriff agrees to strive at all times to maintain the highest standard of professionalism, performance, and care with regard to the transport, coordination, and detention of Pender County inmates at the Detention Center.
3. The Pender County Sheriff agrees to transport all Pender County inmates to and from the Detention Center. The Pender County Sheriff agrees to provide at least two (2) hours advance notice to the Onslow County Sheriff of his intention to transport, drop off, or pick up Pender County inmates. This advance notice shall include the name of each Pender County inmate affected and the expected arrival time of the inmate or officer.
4. The Pender County Sheriff agrees to provide the Onslow County Sheriff a copy of Pender County's file on each inmate transported to the Detention Center.
5. The Pender County Sheriff will not transfer any inmate that has a previously known serious medical or mental condition or has a documented history of violent behavior.
6. The Pender County Sheriff will transport any Pender County inmate entitled to bond out back to Pender County. The inmate shall make bond and bond out in Pender County.
7. The Pender County Sheriff will not be required to maintain a minimum number of inmates in the Detention Center.

D. Mutual Obligations and Understandings

1. The Pender County Sheriff and the Onslow County Sheriff will coordinate efforts to ensure that inmates are ready for transfer to and from the Detention Center for court dates, attorney interviews, or other reasons.
2. The Pender County Sheriff and the Onslow County Sheriff will provide his counterpart an updated list of all appropriate contact officers and their telephone numbers and shall ensure that their respective staffs maintain appropriate lines of communication.

3. The costs of all basic medical services provided to Pender County inmates by the Detention Center's Physician or medical staff shall be included in the daily rate except as provided in Paragraphs D.4 through D.7.
4. The costs of those medical services provided by health care providers other than the Detention Center's physician or medical staff, whether on a routine or emergency basis, will be the sole responsibility of and will be paid by Pender County. Onslow County will promptly notify Pender County when any inmate is hospitalized or is to receive extraordinary medical services outside the Detention Center. These extraordinary medical costs include, but will not be limited to, ambulance services, hospital and emergency room charges, charges by health care providers other than the Detention Facility's physician or medical staff, laboratory and testing charges, emergency dental procedures, and charges for specialized procedures.
5. The costs of all prescription medications provided to Pender County inmates shall be the sole responsibility of and will be provided or fully paid by Pender County. Medication will be accepted and administered by the Detention Center's medical personnel in accordance with State law.
6. All sick slip medical services will be provided subject to a co-pay of Twenty Dollars and No Cents (\$20.00) which will be the responsibility of the inmate receiving service. Payment of co-pays will not be the responsibility of Pender County.
7. In the event of hospitalization it will be the responsibility of the Pender County Sheriff to provide one officer to guard and provide security for the Pender County inmate until such time as the inmate is released from the hospital, returned to the Detention Center, or transferred. The Pender County Sheriff will provide an officer in the event of hospitalization of a Pender County inmate within three (3) hours of transport to the hospital. After three (3) hours, Pender County will reimburse Onslow County for the actual costs incurred by the Onslow County Sheriff to guard and provide security for the Pender County inmate until the Pender County officer's arrival.
8. The Pender County Sheriff agrees that all Pender County inmates, while being housed in the Detention Center, will abide by and adhere to the rules and regulations of the Detention Center.

E. Miscellaneous

1. Execution of Agreement and Effective Date. This Agreement is effective on the date indicated by the last-to-sign party, provided, however (a) that date is no later than September 1, 2013 and (b) this Agreement is delivered to Onslow County and the Onslow County Sheriff no later than October 1, 2013. Failure to deliver the executed Agreement as provided herein shall render this Agreement null and void.

- 2. The initial term of this Agreement will begin the Effective Date as set out in Paragraph E.1 of this Agreement and remain in effect for two (2) years unless sooner terminated as provided herein. This Agreement may be extended upon mutual agreement of the parties for additional one (1) year periods not to exceed two (2) years.
- 3. This Agreement may be terminated by either party upon sixty (60) days advance written notice to the other party.
- 4. All notices required under Paragraphs B and C above will be given to the Sheriff of the respective County. All other notices will be given to the Sheriff and County Manager of the respective County. The addresses for such notices are:

Onslow County Manager
 Attn: Jeffrey Hudson
 4024 Richlands Hwy.
 Jacksonville, North Carolina 28540

Onslow County Sheriff
 Attn: Ed Brown
 717 Court Street
 Jacksonville, North Carolina 28540

Pender County Manager
 Attn:

Pender County Sheriff
 Attn:

- 5. This Agreement may be modified in writing upon mutual agreement of the parties.
- 6. This Agreement will be governed by and in accordance with the laws of the State of North Carolina. All actions arising in any way out of the terms of this Contract will be brought in the General Court of Justice in the County of Onslow and the State of North Carolina.
- 7. The signatories hereto represent that they have the authority to execute this Agreement on behalf of the contracting parties.

**COUNTY OF ONSLOW,
 NORTH CAROLINA**

(SEAL)

By: _____
 Authorized Representative

 Attest

Date: _____

**SHERIFF OF ONSLOW,
NORTH CAROLINA**

By: _____
Sheriff of Onslow County

Date: _____

**COUNTY OF PENDER,
NORTH CAROLINA**

(SEAL)

By: _____
Authorized Representative

Attest

Date: _____

**SHERIFF OF PENDER,
NORTH CAROLINA**

By: _____
Sheriff of Pender County

Date: _____

Certificate of Pender County Finance Officer

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Pender County Finance Officer

