

STATE OF GEORGIA  
COUNTY OF FULTON

**A RESOLUTION TO APPROVE A CONTRACT WITH DONNIE CRAIG, IN HIS CAPACITY AS SHERIFF OF PICKENS COUNTY, FOR THE HOUSING AND TRANSPORTATION OF PRISONERS OF THE CITY OF SANDY SPRINGS AND AUTHORIZATION FOR THE CITY MANAGER TO EXECUTE THE CONTRACT**

**WHEREAS**, on May 19, 2015, the City of Sandy Springs Mayor and City Council accepted a contract submitted by representatives of Pickens County, Georgia, for the housing and transportation by the Pickens County Sheriff's Department of prisoners convicted of City Ordinance violations; and

**WHEREAS**, subsequent to the City's approval of the contract, the Pickens County Sheriff and County Attorney have approached the City to request changes to the original contract; and

**WHEREAS**, the contract price in the amount of \$40.00 per day, per prisoner, for transportation and housing with the Pickens County Sheriff's Department, has not changed; and

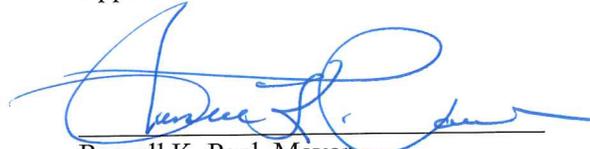
**WHEREAS**, upon adoption of this Resolution, the City of Sandy Springs Police Department staff will manage all applicable phases of the contract.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SANDY SPRINGS, GEORGIA**

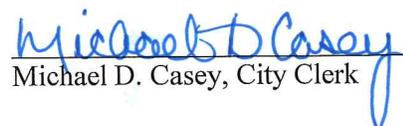
That the City of Sandy Springs City Council approves the contract with the Pickens County Sheriff's Department for housing and transportation of prisoners of the City of Sandy Springs as attached hereto. The Mayor and City Manager are authorized to execute any documents necessary to further the intent of this Resolution, subject to final approval by Legal and Finance departments.

**RESOLVED** this the 5<sup>th</sup> day of April, 2016.

Approved:

  
Russell K. Paul, Mayor

Attest:

  
Michael D. Casey, City Clerk

(Seal)



## INMATE AGREEMENT

This Agreement entered into this 12 day of February, 2016, by and between the City of Sandy Springs Georgia, a municipal corporation of the State of Georgia and the Pickens Sheriff's Office for the placement of inmates in the Pickens Adult Detention Center in Pickens County, Georgia.

### WITNESSETH:

#### ARTICLE I. **Purpose**

A. Purpose. The purpose of this Intergovernmental Service Agreement (IGSA) is to establish an agreement between the City of Sandy Springs, hereinafter the "Confining Jurisdiction", and Donnie Craig in his capacity as Sheriff of Pickens County, hereinafter the "The Sheriff's Office", for the detention and care of persons incarcerated under the authority of the City at the Pickens Adult Detention Center, hereinafter the "Jail Facility". The term "Parties" is used in this Agreement to refer jointly to the Sheriff's Office and the City.

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

C. Guidance. The Parties will determine the inmate day rate annually on or before the anniversary of this Agreement. As of the execution of this Agreement, the inmate day rate shall be \$40.00 plus medical expenses.

D. Relation Back. The Parties hereto agree that the terms, obligations and duties under this Agreement shall, where applicable, relate back to May 28, 2015 as if this Agreement had been executed on that date.

#### ARTICLE II. **General**

A. Funding. The obligation of the Confining Jurisdiction to make payments to the Sheriff's Office is absolute. The Confining Jurisdiction will neither present inmates to the Sheriff's Office nor direct performance of any other services until the Confining Jurisdiction has the appropriate funding.

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

#### ARTICLE III. **Covered Services**

A. Bed space. The Sheriff's Office 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.

B. Basic needs. The Sheriff's Office shall provide adult detainees with safekeeping, housing, subsistence, medical and other services in accordance with this Agreement. In providing these services, the Sheriff's Office shall ensure compliance with all applicable laws, regulations, fire and safety codes, policies, and procedures. If the Sheriff's Office determines that the Confining Jurisdiction has delivered a person for custody who is subject to the jurisdiction of the Juvenile Justice System, the Sheriff's Office shall not house that person with adult detainees, and shall notify the Confining Jurisdiction immediately. The Confining Jurisdiction shall immediately remove the inmate within eight (8) hours of being notified by the Sheriff's Office. The types and levels of services shall be those the Sheriff's Office routinely affords to other inmates.

C. Unit of service and financial liability. The unit of service will be "inmate day" (one person per day) means all or any part of one calendar day beginning at 12:00 midnight and ending at 11:59 p.m. . The inmate day begins on the date of arrival. The Sheriff's Office agrees to transport Inmates to the Jail and release them to the custody of the Officer in Charge. Transportation of Inmates to and from the Jail Facility to the Municipal Court or to The City Police Department shall be performed by members of the Pickens Sheriff's Office. Removal and return of the same Inmate, on the same charges, in a twenty-four (24) hour period by The Confining Jurisdiction shall not constitute a new admission. The Confining Jurisdiction has requested pickup of Inmate's on Monday, Wednesday, and Friday of each week and have them present before the courts by 0830 hours. The Confining Jurisdiction shall be responsible to pay for only those beds actually occupied.

D. Interpretive services. The Sheriff's Office shall make special provisions for non-English speaking, handicapped or illiterate inmates. The Confining Jurisdiction will reimburse the Sheriff's Office for any costs associated with providing commercial written or telephone language interpretive services, and upon request, will assist the Sheriff's Office in obtaining translation services. The Sheriff's Office shall provide all instructions verbally (in English or the inmate's native language as appropriate) to inmates who cannot read. The Sheriff's Office shall include the amount that the Sheriff's Office paid for such services on their regular monthly invoice.

#### **ARTICLE IV. Receiving and Discharging Inmates**

A. Required activity. The Sheriff's Office shall receive and discharge inmates only from and to properly identified Confining Jurisdiction personnel. Presentation of Confining Jurisdiction credentials shall constitute proper identification. The Sheriff's Office shall furnish receiving and discharging services twenty-four (24) hours per day, seven (7) days a week. The Confining Jurisdiction shall furnish the Sheriff's Office with reasonable notice of receiving or discharging inmates. The Sheriff's Office shall ensure positive identification and recording of inmates and Confining Jurisdiction officers. The Sheriff's Office shall not permit medical or emergency discharges except through coordination with on-duty Confining Jurisdiction officers. The Sheriff's Office agrees to release Inmates as designated by the Confining Jurisdiction Duty Officer on a time served basis.

B. Restricted release of inmates. The Sheriff's Office 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, production order 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 Sheriff's Office shall contact the Confining Jurisdiction immediately regarding any such requests.

C. Sheriff's Office right of refusal. The Sheriff's Office retains final and absolute right either to refuse acceptance, or request removal, of any inmate exhibiting violent or disruptive behavior, or of any inmate found to have a medical condition that requires medical care beyond the scope of the Sheriff's Office's health provider. In the case of an inmate already in custody, the Sheriff's Office shall notify the Confining Jurisdiction and request such removals, and shall allow the Confining Jurisdiction reasonable time to make alternative arrangements for, and to remove, the inmate. For purposes of this paragraph, "reasonable time" shall not exceed twenty-four (24) hours.

D. Emergency evacuation. In the event of an emergency requiring evacuation of the Jail Facility, the Sheriff's Office shall evacuate the Confining Jurisdiction's inmates in the same manner, and with the same safeguards, as it employs for all persons detained by the Sheriff's Office. The Sheriff's Office shall notify the Confining Jurisdiction within a reasonable time of such evacuation.

## ARTICLE V. **Minimum Service Standards**

The Sheriff's Office shall:

A. House the Confining Jurisdiction's inmates in a facility that complies with all applicable fire and safety codes as well as ensure continued compliance with those codes throughout the duration of the Agreement.

B. Provide guard personnel to ensure that there is a twenty-four (24) hour supervision of inmates. The Sheriff's Office shall visually and physically check inmates in individual cells at least hourly.

C. Segregate inmates in custody by gender and by risk of violence to other inmates.

D. Provide a mattress, and appropriate bed linens. Provide the initial hygiene kit (one per inmate), after the initial hygiene kit each inmate that is determined to be indigent will receive a kit every two weeks. The Confining Jurisdiction will be billed for the additional indigent kits at a rate of \$2.50 per inmate.

E. Provide a minimum of three nutritionally balanced meals in each twenty-four (24) hour period for each inmate. There will be no more than fourteen (14) hours or fewer than four (4) hours between meals. The Sheriff's Office will provide a minimum of two (2) hot meals in this twenty-four (24) hour period.

F. Provide medical services as described in Article VI below.

G. Provide a mechanism for confidential communication between the Confining Jurisdiction's inmates and the Confining Jurisdiction officials regarding their case status and custody issues. The mechanism may be through electronic, telephonic, or written means, and shall ensure the confidentiality of the issue and the individual inmate.

H. Afford the Confining Jurisdiction's inmates, indigent or not, reasonable access to public telephones for contact with attorneys, the courts, and family members.

I. Afford each Confining Jurisdiction inmate with reasonable access to legal materials for his or her case. The Confining Jurisdiction will provide the required materials. The Sheriff's Office will provide space to accommodate legal materials at no additional cost to the Confining Jurisdiction. (Note: The Confining Jurisdiction may waive this requirement where the average length of detention is 30 days or less.)

J. Afford the Confining Jurisdiction's inmate's reasonable visitation with legal counsel, foreign consular officers, family members, and representatives of *pro bono* organizations.

K. Provide the Confining Jurisdiction's inmates with access to recreational programs and activities to the extent possible, under appropriate conditions of security and supervision to protect their safety and welfare.

## ARTICLE VI. Medical Services

A. Auspices of Health Authority. The Sheriff's Office shall provide the Confining Jurisdiction's inmates with onsite health care services. The Sheriff's Office shall ensure equipment, supplies, and materials, are furnished to deliver health care on site.

B. Level of Professionalism. The Sheriff's Office shall ensure that all health care service providers utilized for the Confining Jurisdiction's inmates hold current licenses, certifications, and/or registrations with the State and/or City where they are practicing. The Sheriff's Office shall retain appropriately trained health care professionals to provide health care and sick call coverage unless expressly stated otherwise in this Agreement. Healthcare or health trained personnel may perform screenings.

C. Access to health care. The Sheriff's Office shall ensure that on-site medical and health care coverage as defined below is available for all of the Confining Jurisdictions' inmates at the Jail Facility, seven (7) days per week. The Sheriff's Office shall ensure that its employees solicit each inmate for health complaints and deliver the complaints in

writing and or electronic media to the medical and health care staff. The Sheriff's Office shall furnish the inmates instructions in his or her native language for gaining access to health care services as prescribed in Article III, Paragraph D.

D. On-site health care. The Sheriff's Office shall furnish on-site health care under this Agreement. The Sheriff's Office shall ensure that the Confining Jurisdiction's inmates receive no lower level of onsite medical care and services than those it provides to other inmates. On-site health care services shall include arrival screening within twenty-four (24) hours of arrival at the Jail Facility, sick call coverage, provision of over-the-counter medications, treatment of minor injuries (e.g., lacerations, sprains, and contusions), treatment of special needs and mental health assessments. In accordance with O.C.G.A. 42-4-71 a five (\$5) dollar fee will be accessed to each inmates' commissary fund per requested doctor visit. Inmates with chronic conditions shall receive prescribed treatment and follow-up care. Health care received off-site shall be borne by the Confining Jurisdiction. Routine On-Site Medical treatment and Standard Medical Supplies are covered by the medical services provided under the contract with the Sheriff's Office. To the extent that the Sheriff would be required to provide, and/or the Sheriff's Office would be required to pay for, Special Medical Supplies, Emergency Medical and follow-up care, and off-site health care, the Confining Jurisdiction shall be invoiced in addition to the inmate day rate.

E. Arrival screening. Arrival screening shall include at a minimum TB symptom screening, when indicated planting of the Tuberculin Skin Test (PPD), and recording the history of past and present illnesses (mental and physical).

F. Unacceptable medical conditions. If the Sheriff's Office determines that a Confining Jurisdiction inmate has a medical condition which renders that person unacceptable for detention under this Agreement, (for example, contagious disease, condition needing life support, uncontrollable violence), the Sheriff's Office shall notify the Confining Jurisdiction. Upon such notification the Sheriff's Office shall allow the Confining Jurisdiction reasonable time to make the proper arrangements for, and removal of, that inmate. For purposes of this paragraph, "reasonable time" shall not exceed twenty-four (24) hours.

G. Emergency medical care. The Sheriff's Office shall furnish twenty-four (24) hour emergency medical care and emergency evacuation procedures. In an emergency, the Sheriff's Office shall obtain the medical treatment required to preserve the inmate's health. The Sheriff's Office shall have access to an off-site emergency medical provider at all times. The Sheriff's Office shall notify the Confining Jurisdiction as soon as possible, after inmate receipt of such care. The Sheriff's Office will obtain pre-authorization from the Confining Jurisdiction for service(s) beyond the initial emergency situation.

H. Off-site guards. The Sheriff's Office shall, for an additional charge to the Confining Jurisdiction, provide guards during the initial two (2) hours inmates are admitted to an outside medical facility. If negotiated with the Confining Jurisdiction, the Sheriff's

Office shall provide guards beyond the initial two (2) hour period, on an individual contractual basis between the City of Sandy Springs and the off duty deputy from Pickens County at a rate of \$30. Per hour. Absent such an arrangement, the Confining Jurisdiction will be responsible for providing the guards at the end of the initial two (2) hour period. The Sheriff's Office shall not, however, remove its guards until the Confining Jurisdiction personnel relieve them. The Sheriff's Office shall submit a separate invoice on behalf of the individual contracting deputy for guard services after the initial two (2) hours with its regular monthly billing.

#### **ARTICLE VII. Period of Performance.**

This Agreement shall remain in effect for one (1) year, unless an emergency situation requires the immediate relocation of inmates, or the Parties agree to a shorter period under the procedures prescribed in Article IX. This Agreement shall be renewed automatically for an additional one (1) year term unless either party provides written notice of termination at least sixty (60) days prior to the end of the then current term. Subsequent renewals shall occur automatically absent proper written notice to terminate this Agreement.

#### **ARTICLE VIII. Inspection.**

A. Jail Agreement Inspection Report. The Sheriff's Office shall allow the Confining Jurisdiction to conduct inspections of the Jail Facility, as required, to ensure an acceptable level of service and acceptable conditions of confinement as determined by the Confining Jurisdiction. Notice to the Sheriff's Office is not required prior to an inspection. The Confining Jurisdiction will share findings of the inspection with the Sheriff's Office to promote improvements to facility operation, conditions of confinement, and level of service.

B. Possible termination. If the Sheriff's Office fails to remedy deficient service the Confining Jurisdiction identifies through inspection, the Confining Jurisdiction may terminate this Agreement without regard to the provisions of Articles VII and IX.

C. Share findings. The Sheriff's Office shall upon request provide the Confining Jurisdiction copies of any facility inspections

#### **ARTICLE IX. Modifications and Disputes**

A. 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 Sheriff's Office have approved it in writing.

B. Disputes. The Confining Jurisdiction and the authorized signatory of the Sheriff's Office are the parties to settle disputes, questions, and concerns arising from this Agreement. Settlement of disputes shall be memorialized in a written modification between the Confining Jurisdiction and the authorized signatory of the Sheriff's Office.

#### ARTICLE X. **Adjusting the Inmate Day Rate**

The Confining Jurisdiction shall reimburse the Sheriff's Office at the inmate day rate provided in Article I of this document. The Parties may adjust that rate twelve (12) months after the date of signing, and every twelve (12) months thereafter. Such adjustments shall be effective on the first day of the month following execution of the modification.

#### ARTICLE XI. **Enrollment, Invoicing, and Payment**

A. Invoicing. The Sheriff's Office shall submit an original itemized invoice containing the following information: 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; an itemized listing of all other charges; and the name, title, address, and phone number of the local official responsible for invoice preparation. The Sheriff's Office shall submit monthly invoices within the first ten (10) working days of the month following the calendar month when it provided the services, to:

Attn: Accounts Payable

7840 Roswell Rd. Bldg 500

Sandy Springs, GA 30350

Email if applicable to: accountpayable@sandy-springs.ga.gov

Phone: 770-730-5600

Fax: 770-206-1480

B. Payment. The Confining Jurisdiction will remit funds to the Sheriff's Office on or before the 30<sup>th</sup> calendar day after the Sheriff's Office submits a complete invoice. The date the Sheriff's Office actually receives the funds shall constitute the payment date. The Confining Jurisdiction shall pay interest on overdue payments to the Sheriff's Office at the rate of 1% per month or any fraction thereof.

#### ARTICLE XII. **Hold Harmless and Indemnification Provisions**

A. Sheriff's Office held harmless. The Confining Jurisdiction shall save and hold the Sheriff's Office harmless, and indemnify the Sheriff's Office 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 under the terms of this Agreement, and which results from negligent acts or omissions of Confining Jurisdiction officers or employees. This hold harmless and indemnity provision shall not act as or otherwise constitute a waiver of sovereign immunity, official immunity or qualified immunity which may otherwise be applicable in the defense of any claims maintained against the Confining Jurisdiction.

B. Confining Jurisdiction held harmless. The Sheriff's Office 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 or to death of any person(s), or loss or damage to any property, which occurs in connection with or incident to performance of work under the terms of this Agreement, and which results from negligent acts or omissions of Sheriff's Office officers or employees. This hold harmless and indemnity provision shall not act as or otherwise constitute a waiver of sovereign immunity, official immunity or qualified immunity which may otherwise be applicable in the defense of any claims maintained against the Sheriff's Office.

C. Defense of suit. In the event an inmate files suit against the Sheriff's Office contesting the legality of the inmate's incarceration and/or for any other reason, the Confining Jurisdiction shall request that the Confining Jurisdiction's Attorney move either to have the Sheriff's Office 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 request that the Confining Jurisdiction's Attorney be responsible for the defense of any suit on these grounds.

D. Confining Jurisdiction recovery right. The Sheriff's Office 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 Sheriff's Office 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.

### ARTICLE XIII. **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 Sheriff's Office for at least three years for purposes of examinations and audit. The 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 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 3-year period, whichever is later.

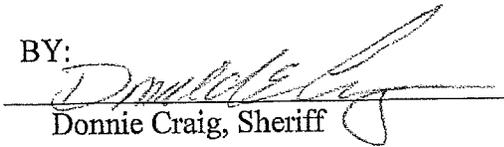
B. Access to records. The Confining Jurisdiction shall have the right of access to any pertinent books, documents, papers, or other records of the Sheriff's Office.

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals on the day and year first above written.

By the Sheriff of Pickens County, Georgia this 12 day of February 2016.

(SEAL)

BY:

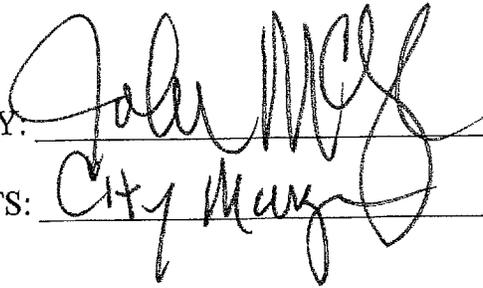
  
Donnie Craig, Sheriff

Approved and authorized by the Mayor and Council of the City of Sandy Springs this 5th day of April, 2016.



BY:

ITS:

  
City Mayor