



Fulton County Board of Commissioners
Agenda Item Summary

19-0988

BOC Meeting Date
 12/4/2019

Requesting Agency
 Sheriff

Commission Districts Affected
 All Districts

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
 Request approval of an Intergovernmental agreement between Gwinnett County and Fulton County Georgia for the housing of Fulton County inmates at the Gwinnett County Jail located at 2900 University Parkway Lawrenceville, Georgia at a rate of \$68.00 per inmate to be reimbursed to Gwinnett County. Effective for a period of no more than six (6) months upon BOC approval.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
 Article IX Section III, Paragraph 1(s) of the Georgia Constitution authorizes the Board to enter into contracts with any other public agency for any period not exceeding 50 years for the provision of services, for the joint or separate use of facilities or equipment.

Is this Item related to a Strategic Priority Area? *(If yes, note strategic priority area below)*
 Yes All People are safe

Is this a purchasing item?
 No

Summary & Background *(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)*

Scope of Work: The proposed agreement with Gwinnett County will allow the Fulton County Sheriff's Office with the ability to utilize an alternate correctional facility on a temporary basis as the need arises due to overcrowding at the Fulton County Jail Facility. Gwinnett will house up to (50) inmates at a rate of \$68.00 per day.

Community Impact: None to the knowledge of the agency.

Project Recommendations: The Sheriff's Office requests approval of the intergovernmental agreement.

Community Issues/Concerns: None to the knowledge of the agency.

Department Issues/Concerns: None to the knowledge of the agency.

Contract & Compliance Information *(Provide Contractor and Subcontractor details.)*

Agency Director Approval		County Manager's Approval
Typed Name and Title	Phone	
Signature	Date	

Revised 03/12/09 (Previous versions are obsolete)

Agency Director Approval		County Manager's Approval
Typed Name and Title	Phone	
Signature	Date	

Revised 03/12/09 (Previous versions are obsolete)

Solicitation Information	NON-MFBE	MBE	FBE	TOTAL
No. Bid Notices Sent:				
No. Bids Received:				
Total Contract Value	.			
Total M/FBE Values	.			
Total Prime Value	.			
Fiscal Impact / Funding Source	<i>(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)</i>			
100-999-S200-1163, General Funds, Non-Agency, Inmate Outsourcing				
Exhibits Attached	<i>(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)</i>			
1) Intergovernmental Agreement				
Source of Additional Information	<i>(Type Name, Title, Agency and Phone)</i>			
1) Leighton Graham, Colonel, Fulton County Sheriff's Office, 404-612-6782				
2) Flora Eatman, Accounting Supervisor, Fulton County Sheriff's Office, 404-612-9241				

Agency Director Approval		County Manager's Approval
Typed Name and Title	Phone	
Signature	Date	

Revised 03/12/09 (Previous versions are obsolete)

Procurement

Contract Attached: Yes	Previous Contracts: No		
Solicitation Number: N/A	Submitting Agency: Sheriff's Office	Staff Contact: Leighton Graham	Contact Phone: 404-612-6782

Description: Request approval of an intergovernmental agreement between Gwinnett County and Fulton County.

FINANCIAL SUMMARY

Total Contract Value:		MBE/FBE Participation:	
Original Approved Amount:	0.00	Amount: .	%: .
Previous Adjustments:	0.00	Amount: .	%: .
This Request:	0.00	Amount: .	%: .
TOTAL:	0.00	Amount: .	%: .

Grant Information Summary:

Amount Requested: .	<input type="checkbox"/>	Cash
Match Required: .	<input type="checkbox"/>	In-Kind
Start Date: .	<input type="checkbox"/>	Approval to Award
End Date: .	<input type="checkbox"/>	Apply & Accept
Match Account \$: .		

Funding Line 1: 100-999-S200-1163	Funding Line 2: .	Funding Line 3: .	Funding Line 4: .
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KEY CONTRACT TERMS

Start Date: 12/4/2019	End Date: 6/03/2020
Cost Adjustment: .	Renewal/Extension Terms: .

ROUTING & APPROVALS
(Do not edit below this line)

X	Originating Department:	Carter, Jimmy	Date: 11/25/2019
X	County Attorney:	Palmer, Ashley	Date: 11/21/2019
.	Purchasing/Contract Compliance:	.	Date: .
X	Finance/Budget Analyst/Grants Admin:	Walker, Catherine	Date: 11/21/2019
.	Grants Management:	.	Date: .
X	County Manager:	Anderson, Dick	Date: 11/25/2019

MEMORANDUM OF UNDERSTANDING

BETWEEN

GWINNETT COUNTY, GEORGIA

AND

FULTON COUNTY, GEORGIA

TEMPORARY INMATE HOUSING AGREEMENT

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into upon all parties affixing their signatures on this document between Gwinnett County, Georgia, a political subdivision of the State of Georgia, and its Sheriff (hereinafter “Gwinnett County”) and Fulton County, Georgia, a political subdivision of the State of Georgia (hereinafter “Fulton County”), and its Sheriff (hereinafter “Fulton Sheriff”).

WHEREAS, Gwinnett County has a jail facility located at 2900 University Parkway Lawrenceville, Georgia, 30043 available for prisoner detention and use by Fulton County and the Fulton Sheriff, and,

WHEREAS, The Fulton County Sheriff’s Office requests the use of the Gwinnett County Jail Facility for housing of inmates on an as needed basis but for a period of no more than six (6) months.

WHEREAS, Gwinnett County is willing to make their jail facility available to Fulton County and Fulton Sheriff for inmate housing as the need arises due to overcrowding at the Fulton County Jail Facility.

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

1. PURPOSE

This Memorandum of Understanding (MOU) and Agreement between Fulton County Sheriff’s Office and Gwinnett County Sheriff’s Office establishes duties and responsibilities of each party for housing up to fifty (50) Fulton County Inmates.

2. DEFINITION

For the purposes of this MOU “as needed,” i.e., when the Fulton County Jail exceeds its maximum capacity of inmates.

3. HOUSING

The Gwinnett County Sheriff’s Office will provide housing to Fulton County Jail inmates at the 2900 University Parkway Lawrenceville, Georgia 30043 address. The Gwinnett County Sheriff’s Office agrees to provide housing, safekeeping, and other services to Fulton County inmates within its Jail consistent with the types and levels of services and programs routinely afforded its own population, and fully consistent with all applicable laws, standards, policies and procedures applicable to its facility, unless or as specifically modified by this agreement. The type of detainees will be up to 50 non-juvenile males. Males must meet the minimal classifications of the Gwinnett County Sheriff’s Office.

4. BACKGROUND INFORMATION

The Fulton Sheriff shall provide to Gwinnett County all relevant information concerning the classification and background of the prisoner at the time of transfer. The Fulton Sheriff shall also supply Gwinnett County with any available medical, dental, psychological or psychiatric information with respect to each prisoner. The Gwinnett County Sheriff's Office shall have the right to refuse any inmate for housing.

5. NORMAL MAINTENANCE SERVICES

Gwinnett County will provide normal maintenance services for all Fulton County inmates housed in Gwinnett County's jail facility. Normal inmate maintenance services shall be defined as those ordinary and relatively routine human needs common to all prisoners as defined by the Gwinnett County Sheriff or Jail Administrator. Generally, such normal maintenance shall include, but not be limited to, all administrative type services, inmate meals, inmate recreation, inmate library, educational services and other related miscellaneous and incidental inmate services provided by the jail facility for prisoners housed in Gwinnett County's jail facility.

6. COORDINATION

A representative of the Fulton Sheriff and Gwinnett County shall be available on a daily basis to discuss problems or issues pertaining to the housing and administration of the Fulton County prisoners. The Fulton Sheriff's representative shall be the Sheriff or his designated representative, and the Gwinnett County representative shall be the Sheriff or his designated representative.

7. MEDICAL AND OTHER SERVICES

The Fulton County Sheriff's Office agrees not to send any inmates with serious medical conditions. If a Fulton County inmate develops a serious medical condition while at the Gwinnett County facility, Gwinnett County will notify the Fulton Sheriff within twenty-four (24) hours and ensure care for the Fulton County inmate as they would the same care and standards as Gwinnett County inmates. Gwinnett County reserves the right to make the final determination regarding whether or not an inmate has a serious medical condition. Any medical or dental treatment other than routine or incidental care shall require prior notice to and approval by the Fulton County Sheriff's Office. Any such non-incidental/non-routine treatment which includes, but is not be limited to, emergency care requiring transportation outside of the facility or treatment by an outside health care provider or requiring any prescription medication, can be provided without prior notice to the boarding Sheriff. Whenever non-incidental/non routine medical or dental treatment is necessary, the Fulton County Sheriff's Office may return the inmate to its own custody for appropriate evaluation and/or treatment, as the case may be. In the event an inmate is transported to an outside facility for emergency care, the Gwinnett County Sheriff's Office will notify the Fulton County Sheriff's Office within eight (8) hours. The Fulton County Sheriff's Office will be responsible for any medical expenses incurred.

8. PER DIEM

Gwinnett County Sheriff's Office agrees to house Fulton County Inmates at a per diem rate of \$68.00 per inmate per detained day. A "detained day" is twenty-four (24) hours or any part thereof.

9. PAYMENT/ INVOICES

The per diem fee and reimbursement of expenses due to Gwinnett County for the previous month's prisoner's medical or dental services are due and payable to Gwinnett County thirty (30) days after receipt of Gwinnett County's invoice. Invoices shall be prepared by Gwinnett County Sheriff's Office staff from data provided by the Gwinnett County Sheriff or Jail Commander.

10. REFUSAL AND/OR RETURN OF PRISONERS

The Gwinnett County Sheriff and Jail Administrator have the right to refuse receipt of any Fulton County inmate who in their judgment will endanger the health and/or safety of other inmates or jail staff, for such reasons as unusual or contagious medical problems, excessive disruptive behavior, etc.

11. TRANSPORTATION

The Fulton County Sheriff's Office shall provide necessary security for inmates until such inmates are accepted into the Gwinnett County Jail facility. Additionally, the Fulton County Sheriff's Office will be responsible for providing all subsequent transportation for the return of Fulton County inmates to the Fulton County jail facility when the attendance of an inmate is required for any judicial proceeding or for the release of an inmate. Fulton County Sheriff's Office shall normally provide at least four (4) hours advance notice prior to transporting any Fulton County prisoner from the Gwinnett County Jail. Fulton County Sheriff's Office will deliver no more than 10 inmates per 24 hour period to the Gwinnett County Jail.

12. NOTICES

Official notices and correspondence to Gwinnett County shall be delivered in person, transmitted by regular mail or by certified mail, postage prepaid to the Gwinnett County Sheriff's Office, located at 2900 University Parkway, Lawrenceville, Georgia 30043. Official notices and correspondence to Fulton County shall be delivered in person, transmitted by regular mail or by certified mail, postage prepaid to the Fulton County Sheriff's Office, located at 185 Central Avenue, SW, 9th Floor, Atlanta, GA 30303, with copies to the Fulton County Manager, 10th Floor, 141 Pryor Street, S.W., Atlanta, GA, 30303.

13. RECORDS

Gwinnett County agrees upon request to furnish Fulton County all records pertaining to housing and maintenance of Fulton County inmates in the Gwinnett County jail facility.

14. TERM

This MOU will become effective upon the date of signature of all parties. The initial term of term of the agreement shall be for (12) consecutive months with the option of (3) three yearly renewals. The renewals are contingent upon Fulton County Board of Commissioners' approval.

15. HOLD HARMLESS

Fulton County agrees to indemnify Gwinnett County against and hold Gwinnett County harmless from any and all claims, actions, damages, including reasonable attorney's fees, obligations, and liabilities arising from or in any way connected with Gwinnett County's housing of Fulton County Jail inmates which arise from Gwinnett County employees' negligent conduct, negligent actions, or negligent failure to act on behalf of Fulton County Jail inmates. Furthermore, Fulton County shall indemnify Gwinnett County against any injury to a Fulton County or Gwinnett County employee which arises from or results in any way from the implementation of this MOU.

16. MODIFICATION

This MOU 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 for each party. The date of changes, modifications and deletions shall be determined by agreement between Gwinnett County and Fulton County.

17. TERMINATION

This MOU 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.

18. COMPLIANCE WITH LAWS AND REGULATIONS

Each party hereto agrees to comply with all applicable local, state and federal laws and regulations. Nothing in the MOU alters, or seeks to alter, the existing statutory authority of either party under state or federal law. If any provision of this MOU is held to be illegal, invalid or unenforceable, the remaining provisions shall be unaffected and remain in full force and effect.

19. GOVERNING LAW

The parties agree that this MOU shall be governed and construed in accordance with the laws of the State of Georgia.

20. ENTIRE AGREEMENT

This MOU contains all the terms and conditions and represents the entire agreement between the parties and supersedes any preexisting agreements relating to the use of Gwinnett County's jail facility by inmates of Fulton County. There are no understandings, representations, or agreements, written or oral, other than those contained in this Agreement.

[SIGNATURES ON THE NEXT PAGE]

IN WITNESS WHEREOF, Gwinnett County and Fulton County have caused this Agreement to be duly enacted by their proper officers and so attest with their County seals affixed hereto as set forth in duplicate originals.

GWINNETT COUNTY SHERIFF'S OFFICE

[Signature]
By: Butch Conway, Sheriff

Date: 7-22-19

FULTON COUNTY SHERIFF'S OFFICE

[Signature]
By: Theodore Jackson, Sheriff

Date: 7/16/19

Gwinnett County, A POLITICAL SUBDIVISION OF THE State of Georgia

[Signature]
By: Charlotte J. Nash, Chairman

Date: 10-9-19

Attest: [Signature]
By: Diane Kemp
Clerk to the Gwinnett County Commission

Date: 10-9-19



APPROVED AS TO FORM:

[Signature]
Gwinnett County Attorney's Office

Date: 7-30-19

Fulton County, A POLITICAL SUBDIVISION OF THE State of Georgia

By: Robert L. Pitts, Chairman

Date: _____

Attest: _____
By: Jessie A. Harris
Clerk to the Fulton County Commission

Date: _____

APPROVED AS TO FORM:

Fulton County Attorney's Office

Date: _____