

AGREEMENT FOR HOUSING MUNICIPAL JAIL INMATES

THIS AGREEMENT is made and entered into on this the _____ day of _____, 2024, by and between the CLAY COUNTY COMMISSION (hereinafter referred to as the ‘Commission’), the SHERIFF OF CLAY COUNTY (hereinafter referred to as the ‘Sheriff’) and the CITY OF Ashland, ALABAMA, (hereinafter referred to as the ‘Municipality’).

WITNESSETH:

WHEREAS, the CITY OF Ashland, ALABAMA, (hereinafter referred to as the ‘Municipality’) has a Municipal Court System and a Police Force that routinely makes arrests and commits persons to incarceration as part of their responsibilities, but the Municipality does not own or operate a jail or corrections facility in which to incarcerate said persons; and,

WHEREAS, the Municipality therefore desires to incarcerate these persons at the Clay County Jail (hereinafter the ‘Jail’); and,

WHEREAS, the Jail is operated by the Sheriff of Clay County, Alabama, (hereinafter referred to as the ‘Sheriff’) a duly elected official of the State of Alabama, pursuant to the authority delegated to him by the laws of the State of Alabama including, but not limited to, the Alabama Constitution of 1901, which authority enables him to accept or refuse persons arrested by the Municipality’s police for incarceration at the Jail at his discretion; and,

WHEREAS, funds are provided for the operation and maintenance of the Jail by the Clay County Commission (hereinafter referred to as the ‘Commission’), the duly elected governing body of Clay County, Alabama, pursuant to the laws of the State of Alabama including, but not limited to, the Alabama Constitution of 1901; and,

WHEREAS, the Parties hereby declare that it is their mutual intent and in their respective best interests that persons arrested by the Municipality be incarcerated at the Jail (said persons to be hereinafter referred to as ‘Municipal Inmates’) pursuant to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the premises herein contained, it is agreed as follows:

1. Provided there are no conditions at the jail which would make it impractical or impossible, in the opinion and discretion of the Sheriff, to house Municipal Inmates, the Sheriff hereby agrees to accept for incarceration in the Jail persons arrested or otherwise committed for incarceration by the Municipality by and through its duly authorized officials, agents, magistrates, or employees, provided that such Municipal Inmates are in reasonably good health and capable of seeing after themselves and attending to their personal needs. (Note: This Agreement does not apply to those persons incarcerated, under arrest or detainer by the Municipality and simultaneously incarcerated or otherwise detained pursuant to matter pending before the district or circuit courts of Clay County. Persons simultaneously incarcerated or detained for matters before the district or circuit courts of Clay County are to be housed at the county jail at no charge to the municipality and not otherwise subject to these terms of this agreement.)
2. Municipal inmates shall be delivered by the Municipality to the place in the Clay County Jail specified by the Sheriff for transfer of custody of the inmates to the Clay County Jail. The Clay County Sheriff shall assume responsibility upon booking of each respective Municipal Inmate

and maintain such until return delivery to the Municipality's personnel, or proper and sufficient bonding, or otherwise released pursuant to written directions of the Municipality. Nevertheless, the Sheriff retains the complete authority and discretion to accept or reject any Municipal Inmate which the Sheriff deems himself, his staff, or facility incapable or impractical to house safely or adequately. Should the Sheriff reject, either before or after booking, any Municipal Inmate, the Municipality shall make alternative arrangements for housing of such Municipal Inmate elsewhere. The Municipality may be required by the Sheriff, or designated Deputy, Correction Officer, Physician or Nurse to have the Municipal Inmate evaluated by medical professionals if deemed necessary prior to the Sheriff accepting custody of the same.

3. Clay County shall provide sufficient personnel to supervise and monitor the Municipal Inmates housed in the county jail. The Sheriff shall only release any municipal inmate (1) with written authorization from the municipality or (2) pursuant to a Court order directing said release or (3) to the physical custody of the municipal personnel.
4. The Municipality shall pay to the Commission an amount of Thirty Dollars and No Cents (\$30.00) (\$5.00 for meals and \$25.00 for other expenses) per day for each Municipal Inmate who is incarcerated at the Jail. For the purposes of this Agreement, a 'day', is defined as the twenty-four-hour period of time from 12:00 a.m. until 11:59 p.m., or any part thereof. This amount is intended by the Parties to reimburse the Sheriff and the Commission for costs associated with housing, security, feeding, and maintenance said municipal inmates.

The Parties agree that this amount does not include costs, charges, or expenses associated with providing medical, dental, pharmaceutical, vision or mental health services to the Municipal Inmates, which costs, charges, or expenses shall be reimbursed by the Municipality as provided in this Agreement.

However, the Sheriff currently contracts with an outside entity which is in the business of delivering primary medical services, medicines, and medical attention to inmates in a correctional setting. Accordingly, the Sheriff will make available to municipal inmates, at no costs to the Municipality, as defined and limited by the then-in-force contract for medical services in the Clay County Jail, (1) in-house primary health care services (including provision of medicines regularly maintained and distributed from the in-house medicine closet), and (2) in-house immediate intervention and stabilization for emergency care for conditions such as a diabetic crisis, acute heart attack, a stabbing, or any other condition that requires immediate attention. If any cost of any healthcare treatment, medicines or medical service for a municipal inmate are not covered or are outside the scope of the then-in-force contract for provision of medical services for inmates of the Clay County Jail, such costs shall become the responsibility of the Municipality.

5. The Parties hereby agree that it is their intention that the Municipality bear the full and complete costs associated with housing its inmates at the Jail, including, but not limited to, the costs of providing all medical, dental, and pharmaceutical, vision or mental health services to Municipal Inmates. Therefore, the Parties hereby agree to the following:

It is mutually understood and agreed that if any Municipal Inmate while in the custody of the Clay County Jail shall, in the judgment of the Sheriff or his designated Deputies, Jail Officers or Medical Professional requires medical, dental, vision, pharmaceutical, or mental health services of any kind or nature, the Sheriff or his designee is authorized and instructed to arrange for and provide such care and treatment, and as necessary any guard or guards, for the Municipal Inmate

during such care and treatment. The cost of all such care and treatment shall be fully reimbursed by the Municipality to the county. When practical, the charges for all such care and treatment will be billed directly to the Municipality. The Parties agree that the Sheriff and his designees shall make all decisions regarding the provision of medical, dental, vision, pharmaceutical, and mental health services to Municipal Inmates. The Municipality shall reimburse the cost of all such services provided to its inmates, and payment of said costs shall be made in accordance with this Agreement. Any refusal by the Municipality to pay a bill for the provision of medical, dental, vision, pharmaceutical, and mental health services to a Municipal Inmate presented to shall be considered a breach of this Agreement, and the Parties agree that the Agreement will become immediately voidable at the discretion of either the Commission or the Sheriff.

It is further understood and agreed that the charges and expenses identified in this paragraph are over, above and in addition to the *per diem* rate.

The Municipality shall be contacted, via its respective dispatch, when a Municipal Inmate needs medical treatment by outside providers of medical, dental, or vision care. Such notification process, however, will not prevent, delay or keep treatment from the Municipal Inmate. If the Sheriff fails to attempt to timely notify the Municipality of such, the Municipality shall bear no financial obligation for such expense incurred by such outside providers of medical care. If the Sheriff is unable to notify the Municipality regarding necessary medical care, such as in an emergency or serious illness, the Sheriff is authorized and instructed to arrange for the provision of such medical care and treatment as necessary. The Sheriff shall provide a guard and or guards for the prisoner while at the hospital. Neither the Sheriff nor the County obtains any ability to bind or obligate the Municipality to any third-party outside medical provider.

Except as provided above, the Clay County Sheriff nor the Clay County Commission has any liability, responsibility, or obligation to satisfy the costs and expenses of medical, dental, vision, pharmaceutical, and mental health services provide to municipal inmates. However, this agreement merely sets out the respective rights, responsibilities, and liabilities of the County, Sheriff, and Municipality between each other. As to the responsibilities and liability between the municipal inmate and municipality for the costs of all such healthcare services, this contract is silent.

Should the Commission, Sheriff, and any other of their officials be sued or have claims filed against them relating thereto, arising out of or in any way relating to or resulting from the municipality's contractual obligations herein for healthcare expenses and costs, then the municipality agrees to indemnify, hold harmless and reimburse respectively the Commission, Sheriff and all of their officials, for the costs of defense of such claims including attorney fees and any damages awarded as a result of any such lawsuit or claim so filed.

6. All payments required herein shall be paid by the Municipality to the Commission on the fifteenth (15th) day of every month, or, if the fifteenth day is a Saturday, Sunday, or legal holiday, the following business day. The Sheriff's Office will send the Municipality a bill reflecting the amount that it owes pursuant to this Agreement. The Parties agree that payment shall be made by the Municipality within thirty (30) days of the date of the bill. If the Municipality's payment is received more than forty-five (45) days beyond the date of the bill, the Municipality shall pay interest in an amount equal to Seven Percent (7%) Annual Percentage Rate, compounded monthly. Additionally, no Municipal Inmates will be accepted into the Jail until such time as all payments due under this Agreement, including interest, have been paid in

full by the Municipality.

7. Should the Commission, Sheriff and all of their officials, employees and agents be sued or have claims filed against them by a municipal inmate or relating thereto, arising out of or in any way relating to or resulting from the actions, negligence, wantonness, or other tort committed by the municipality, its officers, agents, employees, then the municipality agrees to indemnify, hold harmless and reimburse respectively the Commission, Sheriff and all of their officials, employees and agents for the costs of defense of such claims including attorney fees and any damages awarded as a result of any such lawsuit or claim so filed. By way of example, such claims include, but are not limited to, claims brought pursuant to 42 U.S.C. ' 1983 for false arrest, malicious prosecution, or excessive force.
8. Should the municipality or any of their officials, employees and agents be sued or have claims filed against them by a municipal inmate or relating thereto, arising out of or in any way relating to or resulting from the actions, negligence, wantonness, or other tort committed by the Commission, the Sheriff, its officers, agents, employees, then the respective Commission and Sheriff agree to indemnify, hold harmless and reimburse respectively the municipality and all of its officials, employees and agents for the costs of defense of such claims including attorney fees and any damages awarded as a result of any such lawsuit or claim so filed.
9. The Parties agree that this Agreement shall continue in force for a period of three years, from the date this Agreement is executed by all parties.
10. This Agreement is contractual in nature and not mere recital. Said Agreement is fully enforceable in all respects as a contract.
11. The Parties, by and through their undersigned designated representatives, hereby represent and certify that they have carefully read and fully understand all of the provisions and effects of this Agreement and have thoroughly discussed all aspects of this Agreement with their attorneys. The Parties are voluntarily entering into this Agreement, and no one has made any representations concerning the terms or effects of this Agreement or has induced or coerced them to enter into this Agreement other than as is expressly stated herein.
12. This Agreement is made and entered into in the State of Alabama, and shall in all respects be interpreted, enforced, and governed under the laws of said State. The language of all parts of this Agreement shall in all cases be constructed as a whole, according to its fair meaning, and not strictly for or against any of the parties.
13. This Agreement sets forth the entire agreement between the parties hereto, and fully supersedes any and all prior agreements or understanding between the parties hereto pertaining to the subject matter hereof.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Parties have executed the foregoing Agreement.

CLAY COUNTY COMMISSION:

IN WITNESS WHEREOF, _____ as the Chairman of the Clay County Commission, Alabama, who is authorized to make this agreement, has hereto set his signature hereto and executed this Agreement on this the ____ day of _____, 2023.

CHAIRMAN

**STATE OF ALABAMA
COUNTY OF CLAY**

I, the undersigned authority, a Notary Public in and for said county and state, hereby certify that _____, whose name is signed to the foregoing AGREEMENT, and who is known to me, acknowledged before me on this day that, being informed of the contents of the same, and being authorized to make such an agreement, he executed the same voluntarily on the date the same bears date.

Given under my hand, this the ____ day of _____, 2023.

(SEAL)

NOTARY PUBLIC
My Commission expires: _____

ATTEST:

County Administrator

CITY COUNCIL OF Ashland:

IN WITNESS WHEREOF, _____ as the Mayor of the City of Ashland, Alabama, who is authorized to make this agreement, has hereto set his signature hereto and executed this Agreement on this the ____ day of _____, 2023.

Mayor

**STATE OF ALABAMA
COUNTY OF CLAY**

I, the undersigned authority, a Notary Public in and for said county and state, hereby certify that _____, whose name as Mayor of the City of Ashland, Alabama, a governmental municipality, is signed to the foregoing AGREEMENT, and who is known to me, acknowledged before me on this day that, being informed of the contents of the same, and being authorized to make such an agreement, he executed the same voluntarily on the date the same bears date.

Given under my hand, this the ____ day of _____, 2023.

(SEAL)

NOTARY PUBLIC

My Commission expires: _____

ATTEST:

City Clerk

SHERIFF, CLAY COUNTY, ALABAMA:

IN WITNESS WHEREOF, _____ as the Sheriff of Clay County, Alabama, who is authorized to make this agreement, has hereto set her signature hereto and executed this Agreement on this the ____ day of _____, 2023.

Sheriff

**STATE OF ALABAMA
COUNTY OF CLAY**

I, the undersigned authority, a Notary Public in and for said county and state, hereby certify that _____, whose name as Sheriff of Clay County, Alabama, is signed to the foregoing AGREEMENT, and who is known to me, acknowledged before me on this day that, being informed of the contents of the same, and being authorized to make such an agreement, she executed the same voluntarily on the date the same bears date.

Given under my hand, this the ____ day of _____, 2023.

(SEAL)

NOTARY PUBLIC

My Commission expires: _____

This instrument was prepared by:

Gregory M. Varner

Attorney at Law

Post Office Box 338

LINEVILLE, Alabama 36251