

## **INTERLOCAL AGREEMENT FOR INMATE HOUSING**

This agreement is made and entered into by and between Leake County, Mississippi, by and through its duly elected Board of Supervisors, (the “Board”), and Sheriff as the authority for the Leake County Regional Correctional Facility (“LCCF”), pursuant to Sections 47-5-937, 47-3-1, and 47-1-39 of the Mississippi Code; and the City of Kosciusko, Mississippi, by and through its Mayor and City Clerk, (“Kosciusko”), pursuant to Sections 21-19-5, 17-5-1, 21-17-1 and 47-1-39 of the Mississippi Code, and all other applicable statutes of the Mississippi Code.

WHEREAS LCCF has limited space available for the housing of pretrial adult inmates, and;

WHEREAS Kosciusko has need of utilizing space at LCCF to house its adult inmates;

THEREFORE, for and in consideration of the mutual covenants contained herein LCCF and Kosciusko agree as follows:

### **PURPOSE**

1. The purpose of this agreement is to allow LCCF to house certain inmates for Kosciusko.

### **OBLIGATIONS**

2. The obligations and responsibilities of LCCF are:
  - a. Maintain and operate the facility in accordance with state and federal law, applicable court orders and ACA Standards;
  - b. Confine Kosciusko’s inmates, give them reasonable and humane care and treatment, supervise to maintain discipline and control consistent with constitutional standards;

- c. Provide inmates such medical attention as is reasonable with access to a registered nurse during regular office hours and to transport an inmate to a hospital in the event of determining it is medically necessary;
- d. Release the inmate to an officer of Kosciusko who will transport the inmate to its jurisdiction. No inmate will be released at LCCF unless mutually agreed in writing by both Kosciusko and LCCF.

### **CONSIDERATION**

- 3. In consideration for housing inmates, Kosciusko shall have the following obligations and responsibilities:
  - a. Assume and provide transportation service for all of Kosciusko's inmates housed in the facility;
  - b. Pay Leake County the sum of Nineteen Dollars (\$19.00) per day per male inmate plus reimbursable expenses as set forth herein. Pay Leake County the sum of Nineteen Dollars (\$19.00) per day per female inmate plus reimbursable expenses as set forth herein;
  - c. Kosciusko shall reimburse any and all reasonable and necessary medical expenses incurred by LCCF for and on behalf of Kosciusko's inmates housed at LCCF.
  - d. The per diem rate set forth herein shall remain in place and effective through December 31, 2019, subject to the rights of cancellation set forth in Paragraph 5 herein.

### **IMMUNITIES AND INSURANCE**

- 4.
  - a. Sovereign Immunity: To the extent provided by law, specifically pursuant to § 11-46-1, et seq., Mississippi Code of 1972, as amended, the

Leake County and the Sheriff mutually acknowledge and claim immunity from suit at law or in equity on account of any wrongful or tortuous act or omission or breach of implied term or condition of any warranty or contract, including but not limited to liable, slander or defamation by them resulting from or arising out of or occurring in connection with execution of this agreement and/or the work performed by them and/or their officers, agents, servants and employees.

- b. Liability insurance: The parties mutually acknowledge the authority provided by § 11-46-1, Mississippi Code of 1972, as amended, for each to purchase liability insurance to cover wrongful or tortuous acts or omissions of each and the officers, agents, servants and employees of each. In accordance with such authority, the Board and Kosciusko shall each cause to be maintained an adequate plan of insurance in accordance with the terms of the Tort Claims Act, § 11-46-1 et seq., Mississippi Code of 1972, as amended, adequate to protect the Board and Kosciusko and the sheriff from actions by a third party against Leake County, Kosciusko, the Sheriff of Leake County and/or their employees, agents, independent contractors, self-contractors, and/or their respective board members as a result of this agreement.
- c. By entering into this agreement, the parties do not waive any defense nor do the Board, Kosciusko, or the sheriff waive any immunity which may be extended to them by operation of law, including any limitation of the amount of damages.

## **TERMINATION**

5. Either party may terminate this agreement at any time upon ninety (90) day written notice to the other party.

## **ADMITTING AND BOOKING**

6. Inmates will be admitted to the Facility under terms of this agreement by a lawful officer delivering the person of the inmate to the facility. A court order authorizing the inmate to be incarcerated should be provided. A medical questionnaire should be obtained and completed. A list of medications which the inmate is currently taking should be provided with the appropriate prescription. A criminal history of the inmate should be provided and a written recommendation as to the inmate's propensity for violent behavior. Forms will be provided.

## **RELEASE**

7. An inmate will only be released to a law officer with written authorization.

## **NOTICE FOR MEDICAL**

8. Kosciusko will be contacted to advise of non-emergency but necessary medical treatment to determine if Kosciusko will wish to transport the inmate to its own health care provider or if the inmate may be released on bail to obtain any medical treatment the inmate desires. State law prohibits HIV positive inmates from being housed at LCCF.

## **FOOD SERVICE**

9. Food service will be provided in accordance with ACA standards. There will be no more than 14 hours between dinner and breakfast. Three (3) meals a day will be served at regular intervals. A nutritionist will certify at least 2900 calories per

day per inmate.

#### **CLOTHING AND LAUNDRY**

10. LCCF shall furnish all inmate clothing. Laundry services will be provided.

#### **PERSONAL PROPERTY**

11. Kosciusko agrees to remove all personal property from the inmate prior to transportation to LCCF except inmate's clothes. An inventory of each inmate's personal effects shall be kept in the inmate's file at Kosciusko. LCCF shall not be responsible for any inmate's personal property.

#### **CANTEEN**

12. For inmates that are incarcerated longer than one (1) week, canteen will be provided.

#### **VISITATION**

13. LCCF will allow inmates to have visitors according to LCCF policy and procedure and its' visitation schedule. Law officers and attorneys may visit inmates during normal business hours of 8:00 a.m. - 12:00 p.m. and 1:00 p.m. - 5:00 p.m. Monday through Friday, except holidays, upon notice one day in advance.

#### **LITIGATION**

14. LCCF will defend actions brought by inmates where the primary allegation of the litigation is an act of LCCF or its employees. Kosciusko shall defend all other legal actions brought by inmates of Kosciusko.

#### **DISCIPLINE**

15. Discipline shall be imposed in accordance to constitutional standards, rules and regulations of LCCF, applicable laws, court orders and ACA policy and

procedures.

## **USE OF FORCE**

16. Use of force is to be used only in accordance with applicable laws and LCCF policies and procedures, rules and regulations. Following any use of force an incident report shall be prepared, a copy of which will be provided to Kosciusko upon request.

## **RECORDS AND REPORTS**

17. LCCF shall keep a file on each inmate which will contain the information provided pursuant to paragraph 6 above, the inmate's conduct and disciplinary actions while at LCCF, and the inmate's medical records. LCCF will not compute the inmate's time or be responsible to release an inmate at a certain time. Kosciusko is responsible to transport the inmate back to its jurisdiction upon release. In the event, the inmate is granted bond while at LCCF, Kosciusko shall provide written notice to LCCF and LCCF shall release the inmate upon payment to LCCF of any fee required by Section 25-7-19(d). In such a situation where bond is granted, Kosciusko shall not be required to transport the inmate upon release.

## **INMATE WORK**

18. Work details for inmates are outlined in the policies and procedures of LCCF. Most pretrial detainees will not be assigned a work detail.

## **DEATH**

19. Upon the death of an inmate at LCCF any medical examination required by the laws of the State of Mississippi will be completed by the Sheriff. All information will be furnished to Kosciusko reasonably soon after its receipt. The instructions

of Kosciusko will be followed with regard to the disposition of the body. The relatives of the deceased will be notified by Kosciusko. Kosciusko will be responsible for any costs associated with autopsy, burial, disposition or transportation of the inmate's body, but this will not affect the liability of any relative or other legally liable person for those expenses.

## **PUBLIC INFORMATION**

20. LCCF will refer all requests for information to Kosciusko. Except to the extent required by applicable federal law, state or local rules, regulations, laws, or court orders, no information will be released by LCCF regarding an inmate.

## **INSPECTIONS**

21. On reasonable notice and during normal business office hours, Kosciusko may request that its employees, officers, or agents inspect the area where Kosciusko's inmates are housed.

## **CAPACITY**

22. Kosciusko and LCCF acknowledge that LCCF has limited space available for the housing of pretrial detainees. LCCF will guarantee up to 5 beds for Kosciusko.

## **PSYCHIATRIC**

23. LCCF is not a psychiatric facility. Any inmate needing psychiatric treatment will not be housed at LCCF. In the event LCCF determines an inmate is acting in a psychotic, neurotic or unbalanced way, then LCCF may call Kosciusko to have the inmate removed immediately and Kosciusko agrees to do so within 24 hours. However, LCCF will hold lunacy commitments up to 10 days while waiting for acceptance at a mental treatment facility.

## **TELEPHONE**

24. LCCF will provide inmates access to collect telephone services. The proceeds from the telephone services will be deposited in the LCCF County Side Inmate Welfare Fund according to MCA § 19-3-81.

## **ESCAPES**

25. In the event of an escape from LCCF, the Sheriff or warden will report the escape to Kosciusko immediately. All reasonable means will be used to recapture the inmate. If the inmate is found outside Mississippi, it will be the responsibility of Kosciusko to extradite the inmate at its expense.

## **BILLING**

26. LCCF shall invoice Kosciusko for the inmates housed at LCCF between the 20<sup>th</sup> and the end of each month. Kosciusko agrees to remit to LCCF by the 15<sup>th</sup> of the following month.

## **DEFAULT**

27. In the event of non-payment of a billed invoice, this agreement is cancelled if not paid within 10 days written notice.

## **DISPUTES**

28. Any dispute arising between LCCF and Kosciusko shall be submitted to binding arbitration in accordance with ACA procedures.

## **AMENDMENT**

29. This agreement shall not be altered, changed or amended, except by mutual written consent of the parties. This agreement is the whole agreement between the parties.



No verbal or prior arrangement, conduct or understanding shall be valid or enforceable unless embodied in this agreement. This agreement is between the parties hereto and is not to be construed as conferring any rights on any other person.

## **NOTICES**

30. Notices shall be in writing as herein above provided for. They shall either be personally delivered or mailed to each party by certified mail, return receipt requested, postage prepaid, and addressed as set forth below:

Leake County Board of Supervisors  
P. O. Box 72  
Carthage, MS 39051

Sheriff Greg Waggoner  
P. O. Box 129  
Carthage, MS 39051

Mayor Jimmy Cockroft  
City of Kosciusko, Mississippi  
222 East Washington Street  
Kosciusko, Mississippi 39090

## **EXECUTION OF AGREEMENT**

31. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

## **FILINGS AND APPROVALS**

32. The effective date of this Agreement shall, subject to the following, be October 1, 2016.

This Agreement shall, prior to and as a condition precedent to its entry into force, be submitted to the Attorney General of the State of Mississippi for a determination

as to whether the same is in proper form and compatible with the laws of this State. The Opinion of the Attorney General granting approval of this Agreement shall be attached hereto and shall become a part hereof. Upon receipt of approval from the Attorney General, this Agreement shall further be filed with the Mississippi Secretary of State and the Chancery Clerk of Attala County, Mississippi. Thereafter, a copy of this Agreement shall likewise be filed with the Mississippi State Auditor's Office within sixty (60) days of going into effect.

**AUTHORITY TO SIGN**

33. This Inter-Local Agreement is signed by the City of Kosciusko by its Mayor and City Clerk pursuant to a resolution duly adopted by the Board of Aldermen of the City of Kosciusko, Mississippi, on the \_\_\_\_\_ day of \_\_\_\_\_, 2016; and by Leake County, Mississippi, by the President of the Board of Supervisors of Leake County, Mississippi, pursuant to a resolution duly adopted by the Board of Supervisors of Leake County, Mississippi, on the \_\_\_\_ day of \_\_\_\_\_, 2016.

WITNESS OUR SIGNATURES, this the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Greg Waggoner, Sheriff of Leake County,  
Mississippi

Board of Supervisors of Leake County, MS

By: \_\_\_\_\_  
Tony Smith, President

(SEAL)

Attest:

\_\_\_\_\_  
Dot Merchant, Clerk

City of Kosciusko, Mississippi

By: \_\_\_\_\_  
Jimmy Cockroft, Mayor

(SEAL)

Attest:

\_\_\_\_\_  
Hart Pettit, City Clerk

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