

**SUPPLEMENTAL AGREEMENT FOR THE JAILING OF OFFENDERS
FROM THE CITY OF FALLS CHURCH BY THE COUNTY OF ARLINGTON, VIRGINIA**

This Supplemental Agreement ("Agreement") is made and entered into this 24 day of November 2015 between the City of Falls Church, Virginia ("City") and the County Board of Arlington County, Virginia ("County"), and the Sheriffs thereof.

The City and County wish to amend and supplement the January 11, 1993 Regional Contract for Cooperative Jailing of Offenders ("1993 Regional Contract") regarding the detention and confinement of categories of offenders in the City of Falls Church in the detention center (the "facility") owned by the County and operated by the Arlington County Sheriff, by replacing the "Supplemental Agreement for the Jailing of Offenders from the City of Falls Church by the County of Arlington, Virginia," (December 8 Agreement) that was entered into . The 1993 Regional Contract remains in effect except as modified herein.

This Agreement replaces and supplants the December 8 Agreement . Upon execution of this Agreement, the December 8 Agreement will be automatically repealed. The terms of this Agreement shall be effective as between the City and County only. Where this Agreement varies from or conflicts with the 1993 Regional Contract, the terms of this Agreement will govern as between the City and the County.

The Sheriffs of the County and the City are in accord with the intent of this Agreement for the jailing of the City's offenders.

This Agreement and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court.

Ownership: The ownership of the facility shall remain with the County of Arlington

Operation: The facility shall continue to be operated by the Arlington County Sheriff.

Term: This Agreement shall commence on July 1, 2014 and shall continue until terminated by either party; however, the 1993 Regional Contract will remain in effect in accordance with its terms. This Agreement may be modified or amended as mutually agreed upon in writing by the parties. Obligations hereunder are subject to the annual appropriation of funds by the Arlington County Board or the City of Falls Church Council, as appropriate.

Termination: This Agreement may be terminated by either party by providing one hundred twenty (120) days written notice to the other party.

Notice of termination shall be provided:

to City of Falls Church:

Sheriff
City of Falls Church
300 Park Avenue
Suite 201 West
Falls Church, VA 22046, with a
copy to:

City Manager
City of Falls Church
300 Park Avenue
Suite 303 East
Falls Church, VA 22046

to Arlington County:

Sheriff
Arlington County
1425 N. Court House Rd.
Suite 9100
Arlington, VA 22201, with a copy to:

County Manager
Arlington County
2100 Clarendon Blvd.
Suite 302
Arlington, VA 22201

Upon termination or expiration of this Agreement, the County shall charge a daily rate equal to the current Per Inmate Day Rate plus \$100 to the City for each City prisoner remaining in the facility.

Allocation of facility capacity:

The capacity of the facility is 652 beds. The County shall allocate beds within the facility for the confinement of the City's offenders to the extent that facility has available beds. The City shall have no obligation under this Agreement to place prisoners in the facility, and the County shall have no obligation under this Agreement to keep beds available for the City's use.

Scope of Services:

Commitment of prisoners: The County Sheriff shall accept any male or female prisoner eighteen (18) years of age or older (or a juvenile who has been adjudicated by the Circuit Court) held in custody of the Sheriff of the City, as available bed space permits.

The City Sheriff and/or Police Chief shall be responsible for transporting prisoners to the Arlington County facility for initial commitment under the terms of this Agreement. The City Sheriff shall provide the County Sheriff with the proper court documents, as determined by the Arlington County Sheriff or her designee, required for, and incident to, the commitment, release, court appearance, and any other legal process of all of the City's respective prisoners. The County Sheriff, in her sole discretion, may choose not to accept any prisoner for commitment where sufficient legal documentation is lacking.

The City Sheriff and/or Police Chief shall ensure that all personnel committing prisoners to the Arlington facility shall have and present proper credentials, as determined by the Arlington County Sheriff or her designee, identifying them as law enforcement officials of the City. The County Sheriff, in her sole discretion, may choose to not accept any prisoners from any City law enforcement officials without what she determines to be sufficient and proper credentials.

Prisoner housing and services: The County Sheriff shall provide for the housing of all properly committed prisoners from the City and agrees to provide, to the maximum extent reasonably possible the same medical, educational, and religious services and programs that are offered in the facility to County prisoners.

Medical Services: The cost of medical services, except for in-facility dialysis and all medical services administered outside of the facility, shall be included in the Per Inmate Day Rate (defined below).

It is the responsibility of the City to directly pay for any in-facility dialysis treatment and for any medical services occurring outside of the facility for its prisoners

The County Sheriff shall notify the City Sheriff as soon as reasonably possible when a City prisoner has been committed to an outside medical facility (preferably, the Virginia Hospital Center) for services.

The County Sheriff will provide a deputy as a guard for City inmates admitted to an outside medical facility. For this service, the County will separately invoice the City for actual staff overtime costs incurred.

Department of Human Services: The County's Department of Human Services provides mental health and substance abuse services and programs at the facility. City offenders have access to these programs.

Arlington Public Library: The County's public library system provides access to written and electronic materials and library services at the facility. City offenders have access to these materials and services.

Related Services Provided to the City:

- Transportation of City inmates housed in the facility to and from medical appointments;
- Transportation of City juveniles from the Northern Virginia Juvenile Detention Home to the Arlington County Courthouse when County juveniles are already being transported from the same facility;
- Transportation of City prisoners to the Peumansend Creek Regional Jail as required;
- Transportation of City prisoner to Western State Hospital as required;

Services Provided but not Charged to the City

- Courthouse and Courtroom security;
- Monitoring of the City's adult and juvenile prisoners in County Courtroom lockups;
- Processing of arrestees from the City who are not committed to the facility;
- Holding non-committed offenders until release.

Note: Services provided but not charged to the City will be provided at no additional cost until the Arlington County Sheriff determines that the financial burden has exceeded the administrative challenges of tracking and allocating the City's share of expenses. When the Arlington County Sheriff makes this determination, the Sheriff shall seek an amendment to this Agreement.

Payment Terms:

The City shall pay a Per Inmate Day Rate for each prisoner housed at the facility. The Per Inmate Day Rate shall be based upon the most recently completed and certified State Compensation Board's Jail Cost Report, usually available in April. The County Sheriff or her designee shall modify the report as follows:

- Subtract all hospital duty overtime costs reported;
- Subtract all Alcohol Safety Action Program (ASAP) costs (billed to the City under a separate contract);
- Add expenses associated with services provided by the Department of Human Services;
- Add expenses associated with services provided by Arlington Public Library.

After these adjustments, the resulting total expenses shall be used to determine the Per Inmate Day Rate (see Attachment A, an example of the modified Jail Cost Report). The Per Inmate Day Rate charged to the City for its prisoners shall be reduced by the Commonwealth of Virginia's daily prisoner reimbursement rate effective at the time of billing.

- Further adjustment for the City's State Responsible Prisoners.
A State Responsible Prisoner is an individual convicted of a felony charge(s) with consecutive effective sentencing is one year or longer. If and when a City prisoner becomes a "State Responsible" prisoner, the Per Inmate Day Rate for that prisoner shall be reduced by the Commonwealth of Virginia's inmate reimbursement amount for State Responsible Prisoners. Each of the City's State Responsible Prisoners and the days committed in the facility shall be identified in the monthly billing provided to the City.

At such time as a new Jail Cost Report is completed and the new Per Inmate Day Rate is calculated, the new Rate shall be implemented on the next monthly billing.

A Per Inmate Day Rate shall be charged for each City prisoner committed to the facility. An inmate day shall be based on the number of calendar days spent in the facility. However, individuals committed and released on the same calendar day will incur a charge of one (1) Inmate Day.

General Billing for Housing Prisoners – Each month the County Sheriff shall invoice the City Sheriff for the previous month's commitment of City prisoners. Prisoner names and individual days of commitment to the facility shall be provided. The Per Inmate Day Rate shall be charged for each day of commitment (as rounded to the nearest whole day). Payment shall be made within 30 days of receipt. If the City wishes to contest a charge or inmate on an invoice, it must do so in writing to the County Sheriff or her designee within 10 days of receipt of the invoice. The contested charge shall be reviewed by the County Sheriff or her designee, a response issued, and an invoice adjustment made if required, within 15 days of receipt of the written objection. The invoice shall then be due within 15 days of the response.

Medical Services – Medical services not included in the Per Inmate Day Rate shall be billed separately to the City as services occur. If applicable, the County Sheriff will invoice the City for the overtime cost incurred if a City prisoner was guarded at an outside medical facility by a County officer(s). Invoices shall be reviewed by the County’s current medical contractor and/or County staff for accuracy prior to delivery to the City. The City shall directly pay the service provider/vendor listed on the invoice in accordance with the terms listed on the invoice, or within 30 days of receipt if no due date is listed. If the City wishes to contest a charge, it must do so in writing to the County Sheriff or her designee and the service provider/vendor within 10 days of receipt of the invoice.



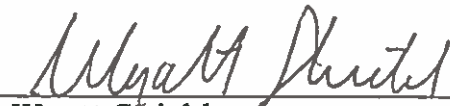

All remedies available to the County and County Sheriff under this Agreement are cumulative, and no such remedy shall be exclusive of any other remedy available to the County or County Sheriff at law or in equity.

The failure of either party to exercise in any respect a right provided for in this Agreement shall not be deemed to be a subsequent waiver of the same right or any other right.

The parties mutually agree that no provision of this Agreement shall create in the public, or in any person or entity other than those signing this agreement as parties hereto, rights as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for personal injury, property damage, or breach of contract pursuant to the terms of this agreement or otherwise.

For the City of Falls Church, VA:

For Arlington County, VA:

 S. Stephen Bittle, Sheriff	<u>11-24-15</u> Date	 Elizabeth F. Arthur, Sheriff	<u>10/20/15</u> Date
 Wyatt Shields City Manager	<u>11-20-15</u> Date	 Mark Schwartz Acting County Manager	<u>10/21/2015</u> Date

Attachment A

FY 2014 Modified Jail Cost Report For Use in Determining the City of Falls Church Per Inmate Day Rates for FY 2016

Arlington County Jail **013**
WORKSHEET FISCAL YEAR **2014**

1. FACILITY PROFILE:

Contract Medical	Yes	Jail "Books" Inmates	Yes
Contract Food Service	Yes	Local Salary Supplement	Yes
# Federal Contract Beds	0	# of Locally Funded Positions	0
Direct Supervision - # Beds	474	Air Conditioned	Yes
Indirect Supervision - # Beds	0	Houses Females	Yes
Date(s) Built	1994	Operates Dispatch	No
Compensation Board Funded Positions	181		
ALL INMATE HOUSED DAYS (LIDS)	172,315	OPERATING	
FED / OUT OF STATE ADP	3	CAPACITY	
TOTAL LIDS ADP	472	100% TOTAL	
DOC RATED OPERATING CAPACITY	474	99% STATE RESPONSIBLE	

ALL INMATE RESPONSIBLE DAYS 173,652

2. EXPENDITURES

Personal Services	\$25,123,302
Food Services	\$1,055,078
Medical Services	\$3,210,065
Department of Human Services - Mental Health	\$850,265
Department of Libraries	\$118,654
Inmate Programs	\$0
Transportation	\$73,197
Direct Jail Support	\$1,341,269
Capital Accounts - Operating	\$54,524
Other Jail Indirect Expenses	\$0
SUB-TOTAL OPERATING	\$31,826,355
Capital Accounts - Long Term	\$0
Debt Service	\$0
TOTAL EXPENSES	\$31,826,355

*Expenses Per
Inmate Day*

	\$144.68	
	\$6.08	
	\$18.49	
	\$4.90	
	\$0.68	
	\$0.00	
	\$0.42	
	\$7.72	
	\$0.31	
	\$0.00	
	<u>\$183.28</u>	Per Inmate Day
	<u>\$0.00</u>	
	<u>\$179.00</u>	Per Inmate Day Rate For local City Prisoners
	<u>\$12.00</u>	Less State Reimbursement
	<u>\$171.00</u>	For State Responsible City Prisoners