

**STATE OF NORTH CAROLINA  
COUNTY OF JACKSON**

**AGREEMENT FOR PARTICIPATION IN THE  
STATEWIDE MISDEMEANANT CONFINEMENT PROGRAM**

**THIS AGREEMENT** shall be effective the First day of April, 2017, by and between the North Carolina Department of Public Safety and Jackson County, a body politic organized and existing under the laws of the State of North Carolina (hereinafter referred to as “County”) and Sheriff Chip L. Hall, the Sheriff of Jackson County.

**WITNESSETH:**

WHEREAS, the Statewide Misdemeanant Confinement Program (hereinafter referred to as “Program”) was created, pursuant to G.S. § 148-32.1(b2), to provide housing in local confinement facilities of misdemeanants serving sentences that impose periods of confinement of more than 90 days and all misdemeanor Driving While Impaired (DWI) offenses with an active sentence; and

WHEREAS, all misdemeanants serving periods of confinement of more than 90 days and all misdemeanor Driving While Impaired (DWI) offenses with an active sentence, shall be committed for the term designated by the court to confinement pursuant to the Program as a matter of law pursuant to G.S. § 15A-1352; and

WHEREAS, all misdemeanants found to have committed a probation violation and sentenced to a Confinement in Response to Violation (CRV) pursuant to G.S. § 15A-1344(d2) whose original active sentence would have been served in the Program, will serve the CRV in the Program; and

WHEREAS, pursuant to G.S. §148-32.1(b1) and (b2) and Section 7(f) of Session Law 2011-192, the Department of Public Safety has contracted with the North Carolina Sheriffs' Association, Inc. to implement the Program and to establish the terms and conditions for the operation thereof consistent with The Justice Reinvestment Act of 2011 as enacted in Session Law 2011-192, along with any subsequent amendments thereto; and

WHEREAS, counties, through their respective Sheriffs, can voluntarily agree to house misdemeanants pursuant to the Program by entering into this written agreement with the Department of Public Safety pursuant to G.S. § 148-32.1(b2); and

WHEREAS, the Statewide Misdemeanant Confinement Fund (hereinafter referred to as “Fund”), created pursuant to G.S. § 148-10.4, shall provide reimbursement to counties for expenses incurred for housing misdemeanants under the Program, including the care, supervision, transportation and other related expenses of those misdemeanants;

NOW THEREFORE, in consideration of the terms and conditions set forth herein, the parties agree as follows:

1. **PARTICIPATION.**

- a. The County and the Sheriff voluntarily agree to participate in the Program and for the Sheriff to provide housing of misdemeanants sentenced pursuant to the Program, including the care, supervision, and transportation of those misdemeanants.
- b. The Sheriff will notify the Program in writing of the number of misdemeanants that the County and the Sheriff agree to accept. This number may be amended from time to time upon written notification from the Sheriff to the Program, provided however that a reduction in the number of misdemeanants to be housed by the Sheriff shall only apply to new admissions and shall not require the Program to remove misdemeanants previously assigned to the Sheriff for housing pursuant to the Program.
- c. Participation of the County and the Sheriff in the Program shall be upon the terms and conditions established by the Program and as amended from time to time, provided however that any changes in the terms and conditions of the Program shall not apply to misdemeanants assigned to the Sheriff before the effective date of the change, unless the change is agreed to by the Sheriff. Additionally, the Sheriff has the right to decline to accept assignment of any additional misdemeanants subsequent to the effective date of any change to the terms and conditions of the Program.
- d. The County and the Sheriff shall adopt and comply with the national standards to prevent, detect, and respond to Prison Rape under the Prison Rape Elimination Act (§115.12, 212,312) and permit the Department to monitor this aspect of the contract to ensure compliance with the PREA standards.

2. **TERMINATION.**

This Agreement shall remain in effect until terminated by the County, by the Sheriff or by the Department of Public Safety.

- a. This Agreement may be terminated by the County or by the Sheriff at any time, such termination to be effective no sooner than the date upon which the Program and the Department of Public Safety both receive the notice of termination in writing from the County or from the Sheriff via the United States Postal Service, by certified mail, return receipt requested, or by personal delivery. The termination of this Agreement by the County or by the Sheriff shall terminate the County's agreement and terminate the Sheriff's agreement to accept any additional misdemeanants after the effective date of the termination, but shall not relieve the County or the Sheriff of the responsibility for misdemeanants accepted by the Sheriff prior to the effective date of the termination of this agreement.

b. This Agreement may be terminated by the Department of Public Safety at any time, such termination to be effective no sooner than the date upon which the County, the Sheriff and the Program all receive the notice of termination in writing from the Department of Public Safety via the United States Postal Service, by certified mail, return receipt requested, or by personal delivery to both the County, to the Sheriff and to the Program. The termination of this Agreement by the Department of Public Safety shall not relieve the Department of Public Safety or the Program of the reimbursement responsibilities or other responsibilities for misdemeanants accepted by the Sheriff prior to the effective date of the termination of this Agreement.

**3. REIMBURSEMENT BY DEPARTMENT OF PUBLIC SAFETY.**

The Department of Public Safety agrees to promptly transfer funds from the Fund to the Program, as requested by the Program, for reimbursement to the County for the authorized costs under the Program of housing misdemeanants by the Sheriff, including the care, supervision, and transportation of those misdemeanants, pursuant to G.S. § 148-10.4(d)(1).

**4. GOVERNING LAW.**

This Agreement shall be governed by the laws of the State of North Carolina.

**5. ENTIRE AGREEMENT.**

The parties agree that this document constitutes the entire agreement between the parties and may only be modified by a written mutual agreement signed by the County, the Sheriff and the Department of Public Safety.

This Agreement is executed in triplicate originals, with one original being retained by each party.

**NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY  
SECRETARY ERIK A. HOOKS**

**BY: W. David Guice, Chief Deputy Secretary**

Signature: W. David Guice Date: 3-6-2017

**FOR THE COUNTY**

**FOR THE SHERIFF**

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_