

**LEGAL DEPARTMENT
CITY OF GULFPORT**

*P. O. Box 1780
Gulfport, MS. 39502*

*City Hall
2nd Floor
2309-15th Street*

MEMORANDUM

[To Request Matter to be placed upon Council Agenda]

To: Mayor George Schloegel: Attention Dr. John Kelly, CAO

**Council President Ricky Dombrowski
Councilman Kenneth Casey
Councilwoman Ella Holmes-Hines
Councilman F. B. "Rusty" Walker, IV
Councilman Myles Sharp
Councilman R. Lee Flowers
Councilwoman Cara Pucheu**

Ronda Cole, Council Clerk

From: Margaret Murdock, Assistant City Attorney

Dated: April 30, 2014

**RE: A RESOLUTION BY THE GULFPORT CITY COUNCIL TO RATIFY AGREEMENT WITH
HARRISON COUNTY CONCERNING AND GOVERNING THE HOUSING OF CITY OF
GULFPORT PRISONERS AT THE HARRISON COUNTY ADULT DETENTION CENTER NUNC
PRO TUNC FOR A ONE YEAR PERIOD AND FOR RELATED PURPOSES**

This is to respectfully request placement and consideration of the attached item, referenced above, on the City Council Agenda **on the May 6, 2014, City Council Agenda**

Subject: *The attached Resolution was prepared at the request of the Police Department. The City has long contracted with the County to provide for the housing of City inmates/prisoners at the Harrison County Jail. The attached resolution seeks ratification of the city's existing contract with the Harrison County Board of Supervisors, for a one year period, nunc pro tunc to February 19, 2014, pertaining to such housing. There is no increase in cost per inmate reflected in the contract extension.*

The attached items have been presented to, or originate from the following Departments :

Department

Approve

Disapprove

Legal Department

Margaret Murdock

Also reviewed and approved by:

Submitted for review and approval to:

John Kelly, CAO, and/or
Mayor George Schloegel

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the ____ day of _____, 2014, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE AGREEMENT WITH HARRISON COUNTY CONCERNING AND GOVERNING THE HOUSING OF CITY OF GULFPORT PRISONERS AT THE HARRISON COUNTY ADULT DETENTION CENTER AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport has long contracted with the Harrison County Board of Supervisors and the Harrison County Sheriff with respect to the housing of Gulfport inmates/prisoners at the Harrison County Adult Detention Center on a per inmate basis; and

WHEREAS, the contract concerning housing has now expired and it is necessary to make written request of the county to ratify the just expired contract, nunc pro tunc to February 19, 2014, for a period of one year, to provide for such housing; and

WHEREAS, the City of Gulfport desires to make written request to extend and ratify the recently expired contract with the Harrison County Board of Supervisors providing for housing of its inmates/prisoners at the Harrison County Adult Detention Center, nunc pro tunc to February 19, 2014, for a period of one year (i.e., thru February 19, 2015).

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS, TO WIT:

Section 1. That the matters, facts and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

Section 2. That the City desires to make written request to extend and ratify the recently expired contract with the Harrison County Board of Supervisors providing for housing of its inmates/prisoners at the Harrison County Adult Detention Center, nunc pro tunc to February 19, 2014, for a period of one year (i.e., thru February 19, 2015), and that the Mayor be, and he is hereby, authorized to submit a copy of this resolution to the appropriate authorities as evidence of the City's written and official request that the existing contract be ratified as set forth herein.

Section 3. That this Resolution be, and it is hereby ordered to be spread on the minutes of the governing Authority, and to be in full force and effect immediately upon its passage and enactment according to law.

The above and foregoing Resolution, after having been first reduced to writing and ready by the Clerk, was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2014.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Ordinance was submitted to and approved by the Mayor, this the _____ day of _____, 2014.

APPROVED:

MAYOR

STATE OF MISSISSIPPI
COUNTY OF HARRISON

CONTRACT FOR HOUSING INMATES- CITY OF GULFPORT

WHEREAS, Harrison County Mississippi, by and through the Harrison County Board of Supervisors, (herinafter "the County"), has heretofore provided jail facilities for all County Prisoners, including the prisoners of the City of Gulfport (hereinafter "Gulfport"); and,

WHEREAS, the County and Gulfport's representatives have agreed on the amount to be paid for the incarceration of prisoners from Gulfport; the method of computing the amount owed; the responsibility for transporting prisoners from the Harrison County Adult Detention Center (hereinafter "HCADC") to the Courthouse; and the responsibility for payment of hospital, doctor, medical, dental, and medical costs incurred by the Gulfport Prisoners while incarcerated; and medication costs; and the method of payment for these costs; and

WHEREAS, the parties now desire to set forth their respective duties and obligations for the incarceration of Gulfport Prisoners in the HCADC in this formal Contract.

WITNESSETH:

FOR AND IN CONSIDERATION of the mutual covenants, promises, and agreements, the County, through its Board of Supervisors and Gulfport, through its representative, the Mayor and City Council, agree as follows:

SECTION I. Effective upon the final signature of all parties to this Contract, Gulfport shall pay the County the sum of Twenty-five Dollars (\$25.00) per qualifying day per each Gulfport Prisoner incarcerated in the HCADC, as set out in this agreement, this charge of Twenty-five Dollars (\$25.00) per day includes all medical and dental care given to the prisoner where the treatment is provided at the HCADC.

For the purposes of this Contract, the term "Gulfport Prisoner" is defined as any individual who is incarcerated in the HCADC located at 10451 Larkin Smith Drive, Gulfport, MS 39503, and/or in any correctional facility designated by the Sheriff pursuant to an arrest by City of Gulfport Police Officers upon a misdemeanor charge or upon a felony charge where the alleged offense occurred within the corporate limits of the City of Gulfport pending the filing of a Court Order binding the arrested defendant over for action by the Grand Jury or the arrested defendant waives indictment.

For the purposes of this Contract, the "per day" charge shall be assessed as follows:

- I) a minimum of one day shall be charged for all Gulfport Prisoners booked into the HCADC regardless of the length of their stay in the HCADC; and
- II) a daily charge shall be assessed for each Gulfport Prisoner according to the "head count" taken at 12 noon each day; provided however, that a Gulfport Prisoner booked into the HCADC prior to 12 midnight shall be deemed to have his/her second daily assessment beginning at the following noon head count [example: booked in at 11 p.m. January 1 and booked out at 1 p.m. January 2 is two days], and a Gulfport Prisoner booked into HCADC after 12 midnight shall be deemed to have his/her first daily assessment as beginning at the following noon head count [example: booked in at 1 a.m. January 1 and booked out at 11 a.m. January 2 is one day].

This payment for each Gulfport Prisoner shall continue so long as the Gulfport Prisoner remains incarcerated in the HCADC or at any other correctional facility as designated by the Sheriff, or until such time as the Gulfport Prisoner is bound over for action by the Grand Jury and/or waives indictment. Provided, however, Gulfport Prisoners sentenced to serve a jail term by its Municipal

Court, shall continue to be the responsibility of Gulfport, and the Twenty-five Dollars (\$25.00) charge per day per Gulfport Prisoner shall continue during such jail term.

SECTION II. Gulfport shall be responsible for transporting Gulfport Prisoners for incarceration to the HCADC located at 10451 Larkin Smith Drive, Gulfport, MS 39503, and/or such satellite facility as may, from time to time, be designated by the Sheriff.

Gulfport shall be responsible for the transportation of the Gulfport Prisoners to and from HCADC and doctor/dental offices, medical facilities and/or hospitals as may, from time to time be required, subject to the provisions of Section III. Should the medical staff at the facility reasonably find and determine based on stated exigent circumstances then existing that immediate attention is needed for any Gulfport prisoner, and waiting for Gulfport Police Department to come and make the transport would further jeopardize the health of the prisoner, then the transport will be made by ambulance or a facility vehicle and Gulfport Police Department will reimburse Harrison County for their expenses. Despite the fact that Gulfport Police Department did not authorize the transport, it will still be the responsibility of the Gulfport Police Department to pay all costs for the transport, and the expenses of providing security until the Gulfport Police Department can begin providing the necessary security.

Gulfport shall be responsible for the transportation of prisoners from the Jail to all Courts as may, from time to time, be ordered by the appropriate Judge and/or Judges, as long as the prisoner remains a city prisoner.

SECTION III. If a prisoner needs medical care other than what is provided at the HCADC, then Gulfport shall pay those hospital, doctor, medical, dental, prescription costs/bills and other medical provider's charges incurred by and on behalf of the Gulfport Prisoner, which are

reasonable and necessary (as opposed to routine) as governed by Miss. Code Ann. §§ 47-1-57 and 47-1-59 (1972).

All such charges shall be paid within thirty (30) days upon billing to Gulfport by the County, and/or upon billing by or on behalf of any medical care provider.

The payment for such medical charges shall continue so long as the Gulfport Prisoner remains incarcerated in the HCADC or other correctional facility, or until such time as the Gulfport Prisoner is bound over by action of the Grand Jury and/or waives indictment. Provided, however, Gulfport Prisoners sentenced to serve a jail term by the Municipal Court of Gulfport shall continue to be the responsibility of Gulfport, and Gulfport shall be responsible for payment of Twenty-five Dollars (\$25.00) per day per Gulfport Prisoner and for medical as provided in this section. Such responsibility shall continue during such jail term.

By execution of this Contract, the County acknowledges that Gulfport does not assume any liability for the operation of the HCADC and any satellite facility thereof operated by the County or Harrison County Sheriff's Department with respect to any claims that anyone may have, which arise solely out of the operation of the HCADC, rather than as a result of some action or inaction on the part of Gulfport or its agents, servants or employees.

SECTION IV. The County shall render a monthly statement for all charges to Gulfport on or before the 20th day of the next subsequent month and Gulfport shall remit the full amount due to the County within thirty (30) days of receipt of same.

SECTION V. If the Sheriff of Harrison County determines that there is not adequate space at the HCADC for Gulfport Prisoners, the Sheriff has the absolute unconditional right to refuse to accept for housing or continue to house any Gulfport Prisoner after acceptance. If a

prisoner is rejected by the Sheriff of Harrison County, Gulfport shall pick up their prisoner for immediate removal.

SECTION VI. The parties agree that the Sheriff of Harrison County is permitted to re-locate Gulfport Prisoners to the Stone County Regional Correctional Facility or any other facility to which an existing interlocal cooperation agreement exists between Harrison County, the City of Gulfport and the other entity. Upon relocation of a Gulfport Prisoner to a different facility, including, but not limited to Stone County Regional Correctional Facility, the parties agree that all further housing, meals, and medical treatment and expenses will be governed by the existing interlocal agreement with the other entity and not this Contract. If the prisoners are relocated to another facility, the prisoners still remain "Gulfport Prisoners" and Gulfport is responsible for payment according to the terms of the aforementioned interlocal cooperation agreement between Harrison County, the City of Gulfport, and the third entity.

SECTION VII. All written notices of every kind and character shall be forwarded by certified mail, return receipt requested as follows:

COUNTY: William W. Martin, Board President
Harrison County Board of Supervisors
Post Office Box CC
Gulfport, MS 39502

With a copy to the Board Attorney

GULFPORT: George Schloegel, Mayor
Post Office Box 1780
Gulfport, MS 39502

With a copy to the City Attorney

SECTION VIII. The term of this Contract shall be effective upon the final signature

of all parties, and shall end one year from the date of said signatures.

Thereafter, upon written request of Gulfport and upon approval by the County, this Contract may be ratified and approved for one (1) year periods, or until terminated by either party upon the thirty (30) days notice.

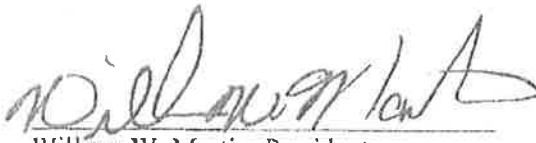
SECTION IX. This Contract shall be executed in several counterparts, all of which shall be considered originals.

SECTION X. Sheriff Melvin Brisolara approves this Agreement herein as a signature party, giving his approval and consent to all matters contained within this Agreement which may be under his jurisdiction or subject to his independent authority and powers.

SECTION XI. This Contract constitutes the entire agreement of the parties and may be amended only upon mutual written consent of the parties.

WITNESS THE SIGNATURES of the parties to this Contract on this the 11th day of February, 2013.

HARRISON COUNTY, MISSISSIPPI
THROUGH ITS BOARD OF SUPERVISORS

By: 
William W. Martin, President

CITY OF GULFPORT

By: 
George Schloegel, Mayor

By: 
Sheriff Melvin Brisolara, Harrison County, MS