



## ARLINGTON COUNTY, VIRGINIA

**County Board Agenda Item  
Meeting of December 08, 2012**

**DATE:** November 15, 2012

**SUBJECT:** Agreement between Arlington County and the City of Falls Church, Virginia for the Jailing of Prisoners.

**C. M. RECOMMENDATION:**

Approve the attached Jailing of Prisoners agreement between the County and the City of Falls Church, VA, and authorize the County Manager to execute the Agreement, subject to approval of the Agreement as to form by the County Attorney.

**ISSUES:** Since 1993, the County and the City of Falls Church have had a long term contractual agreement, under which the County provides detention, medical care, social service programs, and some transportation of the City's prisoners, along with booking, court security, and pre-trial program services. After a thorough review of all services provided, a revised contract for these services has been developed and is being presented to both jurisdictions for approval.

**SUMMARY:** During the past year, County and City staff have performed an extensive review of detention facility services provided by the Arlington County Sheriff to the City of Falls Church. As a result, a new contract between the City of Falls Church and Arlington County has been developed to reflect present day operations and services related to the incarceration of prisoners, to change the methodology for calculating the City's share of costs, and to place the contract administration and billing with the Arlington County Sheriff's Office.

**BACKGROUND:** Arlington County built its current regional jail facility over twenty years ago. The facility is owned by Arlington County and operated by the Arlington County Sheriff. Since 1993, the City and Arlington County have adhered to a contract for the confinement of the City's offenders in the detention facility. The City of Falls Church has historically been billed for services based on an inmate day rate multiplied by the average prisoner days housed in the facility and has been billed twice a year.

County Manager:

*BMD/mjs*

County Attorney:

*[Handwritten signature]*      *[Handwritten signature]*

**15. B.**

Staff: Colleen Donnelly, Department of Management and Finance  
Major Susie Doyel, Office of the Arlington County Sheriff

**DISCUSSION:** The previous contract, executed in 1993, did not account for the expanded services provided by the County to the City of Falls Church. The new Jailing of Prisoners contract more thoroughly captures all of the detention facility services that are provided and the cost of those services. It also modifies the cost calculation formulas for services provided to rely on actual prisoner days.

In order to refresh the contracts for current day use, County and City staff reviewed how the detention facility services are delivered by Arlington County and utilized by the City. The scope of services was expanded and revised as appropriate. The cost methodology was revised to rely on a modified version of the State's Jail Cost Report for Arlington County as a foundation for calculating the daily prisoner rate. In addition, the methodology was updated to rely on actual prisoner days utilized by the City, instead of a monthly average.

Costs used to calculate the monthly daily prisoner rate include expenses incurred by the Department of Human Services and the Department of Libraries for services provided at the detention facility but exclude certain medical costs that are directly billed to the City for services received by prisoners outside the detention facility. The daily prisoner rate is also offset by the Commonwealth's Prisoner Reimbursement Rate.

The new contract provides important updates to the scope of services, contract terms, and cost allocation that was well overdue considering how services and service delivery has evolved since 1993.

Effective date of the proposed agreement is July 1, 2012 to June 30, 2014.

**FISCAL IMPACT:** Increased revenues resulting from this contract were built into the FY 2013 budget. Therefore, no additional appropriation is required at this time.

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

This Agreement is made and entered into this \_\_\_ day of \_\_\_ between the City of Falls Church, Virginia (“City”) and the County Board of Arlington County, Virginia (“County”), and the Sheriffs thereof.

The City wishes to contract with the County under provisions of the Code of Virginia Section 53.1-91 for 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.

This agreement replaces the Regional Contract for Cooperative Jailing of Offenders of the City of Alexandria and the City of Falls Church by the County of Arlington, Virginia, dated the 11<sup>th</sup> of January, 1993.

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 be operated by the Arlington County Sheriff.

**Term:** This agreement shall commence on July 1, 2012 and remain in effect until June 30, 2014. 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 prior to its expiration date 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

to Arlington County:

Sheriff  
Arlington County  
1425 N. Court House Rd.  
Suite 9100  
Arlington, VA 22201

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

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

Upon termination or expiration of this agreement, all City prisoners committed to the facility shall be removed by the City. For each City prisoner remaining in the facility after this agreement has been terminated or expired without renewal, the County shall charge a daily rate equal to the current Per Inmate Day Rate plus \$100 to the City for each prisoner housed.

**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.

**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 without sufficient legal documentation.

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 the contract.

**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 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 a 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.



