

## **REQUEST FOR BOARD ACTION**

### **HENDERSON COUNTY BOARD OF COMMISSIONERS**

**MEETING DATE:** February 6, 2012

**SUBJECT:** Agreement for Participation in the Statewide  
Misdemeanant Confinement Program

**PRESENTER:** Chief Deputy Greg Cochran

**ATTACHMENTS:** Yes

#### **SUMMARY OF REQUEST:**

The Statewide Misdemeanant Confinement Program was created pursuant to §148-32.1(b2) to provide housing in local confinement facilities for misdemeanants serving sentences of between 90 and 180 days. The program allows each county to voluntarily agree to house these misdemeanants. The Statewide Misdemeanant Confinement Fund provides reimbursement to counties for expenses incurred for housing these misdemeanants, including the care, supervision, transportation and other related expenses.

Approval of the agreement in no way obligates the county to house these misdemeanants.

#### **BOARD ACTION REQUESTED:**

The Board is requested to approve the agreement as submitted, and authorize the County Manager to execute the agreement on behalf of the County.

#### **Suggested Motion:**

*I move the Board approve the agreement as submitted, and authorize the County Manager to execute the agreement.*

**STATE OF NORTH CAROLINA  
COUNTY OF HENDERSON**

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

**THIS AGREEMENT** shall be effective the 1st day of January, 2012, by and between the North Carolina Department of Public Safety and Henderson County, a body politic organized and existing under the laws of the State of North Carolina (hereinafter referred to as "County") and Sheriff Rick Davis, the Sheriff of Henderson 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 up to 180 days, except for those sentenced for an impaired driving offense; and

WHEREAS, all misdemeanants serving periods of confinement of more than 90 days and up to 180 days, except for those serving a sentence for an impaired driving offense, 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(e); 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.

## **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 REUBEN F. YOUNG**

**BY: Jennie Lancaster**  
**Chief Deputy Secretary, Division of Adult Correction**

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



Date: 1-3-2012

**FOR THE COUNTY**

**FOR THE SHERIFF**

**BY:**  
Printed Name: \_\_\_\_\_

**BY:**  
Printed Name: \_\_\_\_\_

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

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

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

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

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

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

**STATE OF NORTH CAROLINA  
COUNTY OF HENDERSON**

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

**THIS AGREEMENT** shall be effective the 1st day of January, 2012, by and between the North Carolina Department of Public Safety and Henderson County, a body politic organized and existing under the laws of the State of North Carolina (hereinafter referred to as "County") and Sheriff Rick Davis, the Sheriff of Henderson 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 up to 180 days, except for those sentenced for an impaired driving offense; and

WHEREAS, all misdemeanants serving periods of confinement of more than 90 days and up to 180 days, except for those serving a sentence for an impaired driving offense, 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(e); 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.

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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.

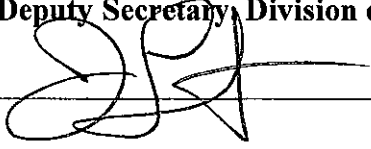
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This Agreement is executed in triplicate originals, with one original being retained by each party.

**NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY  
SECRETARY REUBEN F. YOUNG**

**BY: Jennie Lancaster  
Chief Deputy Secretary, Division of Adult Correction**

Signature:  Date: 1-3-2012

**FOR THE COUNTY**

**FOR THE SHERIFF**

**BY:**  
Printed Name: \_\_\_\_\_

**BY:**  
Printed Name: \_\_\_\_\_

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

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

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

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

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

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

**STATE OF NORTH CAROLINA  
COUNTY OF HENDERSON**

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**WITNESSETH:**

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WHEREAS, all misdemeanants serving periods of confinement of more than 90 days and up to 180 days, except for those serving a sentence for an impaired driving offense, 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(e); 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

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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.

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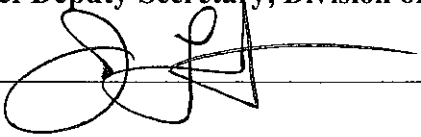
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**NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY  
SECRETARY REUBEN F. YOUNG**

**BY: Jennie Lancaster  
Chief Deputy Secretary, Division of Adult Correction**

Signature:  Date: 1-3-2012

**FOR THE COUNTY**

**FOR THE SHERIFF**

**BY:**  
Printed Name: \_\_\_\_\_

**BY:**  
Printed Name: \_\_\_\_\_

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

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

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

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

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

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

## **HENDERSON COUNTY SHERIFF'S OFFICE**

### **HENDERSON COUNTY OFFICE**

#### **Included in this file are the following documents:**

- 1. Agreement for Participation in the Statewide Misdemeanant Confinement Program – An Executive Summary;**
- 2. Memorandum dated January 3, 2012 from Eddie Caldwell, Executive Vice President and General Counsel, NC Sheriffs' Association – Re: Terms and Conditions of the Statewide Misdemeanant Confinement Program (SMCP); and,**
- 3. Triplicate originals of the Agreement for Participation in the Statewide Misdemeanant Confinement Program.**

#### **Action to be taken by the Office of the Sheriff:**


- 1. Review the Executive Summary (retain copy) along with the Agreement for Participation in the SMCP;**
- 2. Review the Terms and Conditions of the SMCP as outlined in the above-referenced Memorandum dated January 3, 2012 (retain copy);**
- 3. Sign/date all triplicate originals of the Agreement for Participation the SMCP (first signature already affixed for the Department of Public Safety);**
- 4. Hand-deliver the file to the appropriate county representative for the last signature to be affixed to all triplicate copies;**
- 5. Request that the county representative call you to pick-up your original of the Agreement and to also pick-up the Department of Public Safety's original document;**
- 6. Call Chief Probation/Parole Officer Jessica Chitwood, Community Corrections, (828) 697-4844, to advise that the Department of Public Safety's original document is ready for pick-up; and,**
- 7. Retain your original document.**

#### **Action to be taken by the County:**

- 1. Upon receipt of the hand-delivered file from the Office of the Sheriff, review the Executive Summary (retain copy) along with the Agreement for Participation in the SMCP;**
- 2. Review the Terms and Conditions of the SMCP as outlined in the above-referenced Memorandum dated January 3, 2012 (retain copy);**

3. **Sign/date all triplicate originals of the Agreement for Participation in the SMCP (signature already affixed, at this point, for the Department of Public Safety and for the Sheriff);**
4. **Call the Office of the Sheriff to advise that two originals, (all signatures now affixed) are ready for pick-up (the Sheriff's Office will also pick-up the original for the Department of Public Safety);**
5. **Retain your original document.**

**If you have any questions regarding process or the contents of the Agreement for Participation in the Statewide Misdemeanant Confinement Program, please contact me at:**

  
**Sherry H. Pilkington**  
**Department of Public Safety**  
**(919) 716-3165**  
**[Sherry.Pilkington@doc.nc.gov](mailto:Sherry.Pilkington@doc.nc.gov)**

**If you have any questions regarding the Terms and Conditions of the Statewide Misdemeanant Confinement Program, please contact Eddie Caldwell at (919) 459-1052 or Keenon James at (919) 459-8198.**

**Thank you.**

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

## **An Executive Summary**

**January 1, 2012**

- The Agreement specifies that participation by the County and by the Sheriff will be governed by the terms and conditions of the Program as established from time to time by the North Carolina Sheriffs' Association pursuant to the Association's statutory authority to develop and implement the Program as designated in G.S. 148-32.1 (b1) and (b2) and Section 7.(f) of House Bill 642 enacted as Session Law 2011-192.
  
- By drafting the Agreement to refer to the terms and conditions of the Program, and by not specifying those terms and conditions in the Agreement itself, changes can be made in the Program without the necessity of getting the Agreements between numerous counties, their sheriffs and the Department of Public Safety amended each time. This will give the Program the flexibility to adapt to changing conditions, to increase the reimbursement rates to the counties if sufficient funds are available in the Fund and to make other changes to improve the Program without the necessity of getting the numerous Agreements re-signed.
  
- By drafting the agreement to allow the Sheriff to notify the Program in writing of the number of misdemeanants that will be accepted, and not specifying the number of misdemeanants in the Agreement, changes can be made by the County and the Sheriff to the number of misdemeanants that will be accepted without the necessity of getting the Agreement amended each time by the County, by the Sheriff and by the Department of Public Safety.
  
- Each County and Sheriff that participates in the Program is protected from any unwanted changes in the terms and conditions of the Program because the Agreement:
  - (1) Allows the County and the Sheriff to unilaterally change the number of misdemeanants that will be accepted from the Program;
  - (2) Provides that any changes in the Program do not apply to misdemeanants assigned to the County prior to the date of the changes;
  - (3) Allows the County and the Sheriff to unilaterally terminate the Agreement at any time and thereby not have to accept any new misdemeanants and thereby not have to accept any changes to the terms and conditions of the Program.



NORTH CAROLINA SHERIFFS' ASSOCIATION  
LAW ENFORCEMENT OFFICERS AND STATE OFFICIALS  
OF NORTH CAROLINA



President  
SHERIFF RICHARD WEBSTER  
Chatham County

First Vice President  
SHERIFF TONY PERRY  
Camden County

Second Vice President  
SHERIFF KEVIN FRYE  
Avery County

Third Vice President  
SHERIFF ASA B. BUCK, III  
Carteret County

Secretary - Treasurer  
SHERIFF BRAD RILEY  
Cabarrus County

Chairman - Executive Committee  
SHERIFF SAM PAGE  
Rockingham County

Executive Vice President  
and General Counsel  
EDMOND W. CALDWELL, JR.

EXECUTIVE COMMITTEE  
MEMBERS  
(Past Presidents)

SHERIFF W. E. "BILLY" SMITH  
Lenoir County

SHERIFF EARL BUTLER  
Cumberland County

SHERIFF STEVE BIZZELL  
Johnston County

SHERIFF JERRY G. MONETTE  
Craven County

SHERIFF JAMES L. KNIGHT  
Edgecombe County

MEMORANDUM

TO: All Sheriffs

FROM: Eddie Caldwell  
Executive Vice President and General Counsel  
North Carolina Sheriffs' Association

DATE: January 3, 2012

RE: Terms and Conditions of the  
Statewide Misdemeanant Confinement Program (SMCP)

Pursuant to House Bill 642, The Justice Reinvestment Act, effective January 1, 2012 all misdemeanants sentenced to 91-180 days will serve their sentence in certain county jails as a part of the Statewide Misdemeanant Confinement Program (SMCP). Sheriffs and counties participating in the SMCP will be reimbursed from the Statewide Misdemeanant Confinement Fund for the care, supervision, transportation and other related expenses of those misdemeanants serving their sentence pursuant to the SMCP.

Sheriffs and counties that enter into a written agreement with the Department of Public Safety to house misdemeanants pursuant to the SMCP are agreeing to abide by the terms and conditions of the SMCP. The terms and conditions of the SMCP as of January 1, 2012 are described in full detail in the *Statewide Misdemeanant Confinement Program Training Guide*. The Guide was provided to all attendees at the six SMCP training classes held across the state in December, 2011. Additional copies of the Guide may be obtained from the SMCP by emailing your request to [SMCP@ncsheriffs.net](mailto:SMCP@ncsheriffs.net) or by calling 919-459-8197.

General guidelines and reimbursement rates as a part of the SMCP's terms and conditions are as follow:

1. Participation in the SMCP

All 100 North Carolina counties are participating in the SMCP as a "sending" county. The SMCP refers to all counties as a "sending" county



Post Office Box 20049 • Raleigh, N.C. 27619-0049 • Telephone: (919) SHERIFF (743-7433)

Fax: (919) 783-5272 • E-mail: [ncsa@ncsheriffs.net](mailto:ncsa@ncsheriffs.net) • [www.ncsheriffs.org](http://www.ncsheriffs.org)

The North Carolina Sheriffs' Association is a Non-Profit, tax exempt organization recognized by the I.R.S.

since all misdemeanants sentenced to 91 to 180 days by the courts of every North Carolina county must be assigned by the SMCP to serve their sentence in a confinement facility that is participating in the SMCP.

In addition to being a "sending" county, many sheriffs have agreed to participate in the SMCP as a "receiving" county. Counties and sheriffs who voluntarily agree to house inmates in their local jail or detention center as assigned by the SMCP are referred to by the SMCP as a "receiving" county.

SMCP Inmates housed in a "receiving" county may have been convicted in court in that same county or may have been convicted in court in a different county and been transported to the "receiving" county from another "sending" county.

The daily housing rate will be paid by the SMCP to a "receiving" county for an SMCP inmate for each day, to include the date of arrival but not the date of release.

## 2. Transportation and Supervision of SMCP Inmates

"Sending" counties are expected to transport SMCP inmates to the "receiving" county.

A sheriff's office that is authorized to transport a SMCP inmate will be paid for transportation and supervision of the SMCP inmate: (1) to another county's jail; (2) to an out-of-jail medical services provider; or (3) while supervising the out-of-jail inmate while the medical services are being provided.

The mileage and driving time will be calculated by the SMCP's automated system for transportation from county jail to county jail, or from county jail to a medical services provider.

Payment at the established SMCP rate will be made for only one officer to provide transportation or supervision, unless special circumstances dictate additional personnel.

## 3. Medical Services for SMCP Inmates

In-jail medical services and all other housing related services for SMCP inmates are provided by the "receiving" county for which the "receiving" county is paid the daily housing rate by the SMCP.

Out-of-jail medical expenses for SMCP inmates should be billed by the medical services provider directly to the SMCP. The medical services provider will be paid directly by the SMCP from the Statewide Misdemeanant Confinement Fund.

## 4. Notification to the SMCP of an Eligible Inmate

When an inmate receives a sentence of 91 to 180 days, the sheriff's office in the county of conviction should notify the SMCP using the forms and procedures described in the SMCP training classes.

Reimbursement for a SMCP inmate will not be made by the SMCP to a county until the SMCP receives the appropriate form(s) and supporting document(s).

5. Schedule for Reimbursement to the County by the SMCP

For transportation and supervision of SMCP inmates, reimbursement will be made to counties in the calendar month immediately following the month in which the transportation or supervision is provided.

For the daily housing rate for SMCP inmates, reimbursement will be made to counties for the total period of incarceration of an SMCP inmate in the calendar month immediately following the month in which the inmate is released after serving the inmate's entire SMCP sentence.

6. Current Reimbursement Rates

As of January 1, 2012, the current reimbursement rates for the SMCP are:

Daily housing rate:	\$40.00/day
Supervision:	\$25.00/hour
Mileage:	\$0.555/mile (at the current IRS rate)

7. SMCP Administration

The North Carolina Sheriffs' Association administers the Statewide Misdemeanant Confinement Program and payments from the Statewide Misdemeanant Confinement Fund.

The SMCP has an automated system for calculating the number of days an inmate is incarcerated in a county.

A monthly statement of reimbursements being made by the SMCP to the county will be emailed by the SMCP to the county sheriff and to one other designated county official. Sheriffs and counties may review the monthly statement for accuracy, and should notify the SMCP of any questions.

Payments will be made by the SMCP to counties as early in the month as possible, but no later than the last business day of the month. Funds will be delivered via electronic funds transfer (EFT) to a designated county fund.

Complete details and operating procedures for the SMCP are outlined in the training guide that was provided to all attendees at the six SMCP training classes held across the state in December, 2011.

Additionally, the Association will offer an additional and final SMCP training class on January 25, 2012 in Wake County. An invitation to the training class will be sent to all sheriffs via email next week.



Statewide Misdemeanant Confinement Program  
Terms and Conditions  
January 3, 2012  
Page 4 of 4

If you have any questions about the SMCP, please do not hesitate to call me at (919) 459-1052 or Keenon James at (919) 459-8198.

## **HENDERSON COUNTY SHERIFF'S OFFICE**

### **HENDERSON COUNTY OFFICE**

#### **Included in this file are the following documents:**

- 1. Agreement for Participation in the Statewide Misdemeanant Confinement Program – An Executive Summary;**
- 2. Memorandum dated January 3, 2012 from Eddie Caldwell, Executive Vice President and General Counsel, NC Sheriffs' Association – Re: Terms and Conditions of the Statewide Misdemeanant Confinement Program (SMCP); and,**
- 3. Triplicate originals of the Agreement for Participation in the Statewide Misdemeanant Confinement Program.**

#### **Action to be taken by the Office of the Sheriff:**

- 1. Review the Executive Summary (retain copy) along with the Agreement for Participation in the SMCP;**
- 2. Review the Terms and Conditions of the SMCP as outlined in the above-referenced Memorandum dated January 3, 2012 (retain copy);**
- 3. Sign/date all triplicate originals of the Agreement for Participation the SMCP (first signature already affixed for the Department of Public Safety);**
- 4. Hand-deliver the file to the appropriate county representative for the last signature to be affixed to all triplicate copies;**
- 5. Request that the county representative call you to pick-up your original of the Agreement and to also pick-up the Department of Public Safety's original document;**
- 6. Call Chief Probation/Parole Officer Jessica Chitwood, Community Corrections, (828) 697-4844, to advise that the Department of Public Safety's original document is ready for pick-up; and,**
- 7. Retain your original document.**

#### **Action to be taken by the County:**

- 1. Upon receipt of the hand-delivered file from the Office of the Sheriff, review the Executive Summary (retain copy) along with the Agreement for Participation in the SMCP;**
- 2. Review the Terms and Conditions of the SMCP as outlined in the above-referenced Memorandum dated January 3, 2012 (retain copy);**

3. Sign/date all triplicate originals of the Agreement for Participation in the SMCP (signature already affixed, at this point, for the Department of Public Safety and for the Sheriff);
4. Call the Office of the Sheriff to advise that two originals, (all signatures now affixed) are ready for pick-up (the Sheriff's Office will also pick-up the original for the Department of Public Safety);
5. Retain your original document.

**If you have any questions regarding process or the contents of the Agreement for Participation in the Statewide Misdemeanant Confinement Program, please contact me at:**



**Sherry H. Pilkington**  
**Department of Public Safety**  
**(919) 716-3165**  
**[Sherry.Pilkington@doc.nc.gov](mailto:Sherry.Pilkington@doc.nc.gov)**

**If you have any questions regarding the Terms and Conditions of the Statewide Misdemeanant Confinement Program, please contact Eddie Caldwell at (919) 459-1052 or Keenon James at (919) 459-8198.**

**Thank you.**

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

**An Executive Summary**

January 1, 2012

- The Agreement specifies that participation by the County and by the Sheriff will be governed by the terms and conditions of the Program as established from time to time by the North Carolina Sheriffs' Association pursuant to the Association's statutory authority to develop and implement the Program as designated in G.S. 148-32.1 (b1) and (b2) and Section 7.(f) of House Bill 642 enacted as Session Law 2011-192.
  
- By drafting the Agreement to refer to the terms and conditions of the Program, and by not specifying those terms and conditions in the Agreement itself, changes can be made in the Program without the necessity of getting the Agreements between numerous counties, their sheriffs and the Department of Public Safety amended each time. This will give the Program the flexibility to adapt to changing conditions, to increase the reimbursement rates to the counties if sufficient funds are available in the Fund and to make other changes to improve the Program without the necessity of getting the numerous Agreements re-signed.
  
- By drafting the agreement to allow the Sheriff to notify the Program in writing of the number of misdemeanants that will be accepted, and not specifying the number of misdemeanants in the Agreement, changes can be made by the County and the Sheriff to the number of misdemeanants that will be accepted without the necessity of getting the Agreement amended each time by the County, by the Sheriff and by the Department of Public Safety.
  
- Each County and Sheriff that participates in the Program is protected from any unwanted changes in the terms and conditions of the Program because the Agreement:
  - (1) Allows the County and the Sheriff to unilaterally change the number of misdemeanants that will be accepted from the Program;
  - (2) Provides that any changes in the Program do not apply to misdemeanants assigned to the County prior to the date of the changes;
  - (3) Allows the County and the Sheriff to unilaterally terminate the Agreement at any time and thereby not have to accept any new misdemeanants and thereby not have to accept any changes to the terms and conditions of the Program.



NORTH CAROLINA SHERIFFS' ASSOCIATION  
LAW ENFORCEMENT OFFICERS AND STATE OFFICIALS  
OF NORTH CAROLINA



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Craven County

SHERIFF JAMES L. KNIGHT  
Edgecombe County

MEMORANDUM

TO: All Sheriffs

FROM: Eddie Caldwell  
Executive Vice President and General Counsel  
North Carolina Sheriffs' Association

DATE: January 3, 2012

RE: Terms and Conditions of the  
Statewide Misdemeanant Confinement Program (SMCP)

Pursuant to House Bill 642, The Justice Reinvestment Act, effective January 1, 2012 all misdemeanants sentenced to 91-180 days will serve their sentence in certain county jails as a part of the Statewide Misdemeanant Confinement Program (SMCP). Sheriffs and counties participating in the SMCP will be reimbursed from the Statewide Misdemeanant Confinement Fund for the care, supervision, transportation and other related expenses of those misdemeanants serving their sentence pursuant to the SMCP.

Sheriffs and counties that enter into a written agreement with the Department of Public Safety to house misdemeanants pursuant to the SMCP are agreeing to abide by the terms and conditions of the SMCP. The terms and conditions of the SMCP as of January 1, 2012 are described in full detail in the *Statewide Misdemeanant Confinement Program Training Guide*. The Guide was provided to all attendees at the six SMCP training classes held across the state in December, 2011. Additional copies of the Guide may be obtained from the SMCP by emailing your request to [SMCP@ncsheriffs.net](mailto:SMCP@ncsheriffs.net) or by calling 919-459-8197.

General guidelines and reimbursement rates as a part of the SMCP's terms and conditions are as follow:

1. Participation in the SMCP

All 100 North Carolina counties are participating in the SMCP as a "sending" county. The SMCP refers to all counties as a "sending" county



Post Office Box 20049 • Raleigh, N.C. 27619-0049 • Telephone: (919) SHERIFF (743-7433)

Fax: (919) 783-5272 • E-mail: [ncsa@ncsheriffs.net](mailto:ncsa@ncsheriffs.net) • [www.ncsheriffs.org](http://www.ncsheriffs.org)

The North Carolina Sheriffs' Association is a Non-Profit, tax exempt organization recognized by the I.R.S.

since all misdemeanants sentenced to 91 to 180 days by the courts of every North Carolina county must be assigned by the SMCP to serve their sentence in a confinement facility that is participating in the SMCP.

In addition to being a "sending" county, many sheriffs have agreed to participate in the SMCP as a "receiving" county. Counties and sheriffs who voluntarily agree to house inmates in their local jail or detention center as assigned by the SMCP are referred to by the SMCP as a "receiving" county.

SMCP Inmates housed in a "receiving" county may have been convicted in court in that same county or may have been convicted in court in a different county and been transported to the "receiving" county from another "sending" county.

The daily housing rate will be paid by the SMCP to a "receiving" county for an SMCP inmate for each day, to include the date of arrival but not the date of release.

## 2. Transportation and Supervision of SMCP Inmates

"Sending" counties are expected to transport SMCP inmates to the "receiving" county.

A sheriff's office that is authorized to transport a SMCP inmate will be paid for transportation and supervision of the SMCP inmate: (1) to another county's jail; (2) to an out-of-jail medical services provider; or (3) while supervising the out-of-jail inmate while the medical services are being provided.

The mileage and driving time will be calculated by the SMCP's automated system for transportation from county jail to county jail, or from county jail to a medical services provider.

Payment at the established SMCP rate will be made for only one officer to provide transportation or supervision, unless special circumstances dictate additional personnel.

## 3. Medical Services for SMCP Inmates

In-jail medical services and all other housing related services for SMCP inmates are provided by the "receiving" county for which the "receiving" county is paid the daily housing rate by the SMCP.

Out-of-jail medical expenses for SMCP inmates should be billed by the medical services provider directly to the SMCP. The medical services provider will be paid directly by the SMCP from the Statewide Misdemeanant Confinement Fund.

## 4. Notification to the SMCP of an Eligible Inmate

When an inmate receives a sentence of 91 to 180 days, the sheriff's office in the county of conviction should notify the SMCP using the forms and procedures described in the SMCP training classes.

Reimbursement for a SMCP inmate will not be made by the SMCP to a county until the SMCP receives the appropriate form(s) and supporting document(s).

5. Schedule for Reimbursement to the County by the SMCP

For transportation and supervision of SMCP inmates, reimbursement will be made to counties in the calendar month immediately following the month in which the transportation or supervision is provided.

For the daily housing rate for SMCP inmates, reimbursement will be made to counties for the total period of incarceration of an SMCP inmate in the calendar month immediately following the month in which the inmate is released after serving the inmate's entire SMCP sentence.

6. Current Reimbursement Rates

As of January 1, 2012, the current reimbursement rates for the SMCP are:

Daily housing rate:	\$40.00/day
Supervision:	\$25.00/hour
Mileage:	\$0.555/mile (at the current IRS rate)

7. SMCP Administration

The North Carolina Sheriffs' Association administers the Statewide Misdemeanant Confinement Program and payments from the Statewide Misdemeanant Confinement Fund.

The SMCP has an automated system for calculating the number of days an inmate is incarcerated in a county.

A monthly statement of reimbursements being made by the SMCP to the county will be emailed by the SMCP to the county sheriff and to one other designated county official. Sheriffs and counties may review the monthly statement for accuracy, and should notify the SMCP of any questions.

Payments will be made by the SMCP to counties as early in the month as possible, but no later than the last business day of the month. Funds will be delivered via electronic funds transfer (EFT) to a designated county fund.

Complete details and operating procedures for the SMCP are outlined in the training guide that was provided to all attendees at the six SMCP training classes held across the state in December, 2011.

Additionally, the Association will offer an additional and final SMCP training class on January 25, 2012 in Wake County. An invitation to the training class will be sent to all sheriffs via email next week.

Statewide Misdemeanant Confinement Program  
Terms and Conditions  
January 3, 2012  
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If you have any questions about the SMCP, please do not hesitate to call me at (919) 459-1052 or Keenon James at (919) 459-8198.