



CABARRUS COUNTY SHERIFF'S OFFICE

Van W. Shaw, Sheriff

Public Safety through Professionalism and Integrity

Interlocal Detention Center Agreement

This Interlocal Detention Center Agreement ("Agreement") is entered into effective March 06, 2024, by and between **Union County, North Carolina**, a political subdivision of the state of North Carolina, with its principal place of business at 3344 Presson Road, Monroe N.C. 28112 ("Union County") and **Cabarrus County, North Carolina** a political subdivision of the state of North Carolina, with its principal place of business at 65 Church Street South, PO Box 707, Concord, N.C. 28025 ("Cabarrus County").

Whereas, Union County has a need to separate multiple defendants charged with the same crime, and to alleviate jail overcrowding, which would require a reduction of the inmate population; and

Whereas, Cabarrus County is not currently experiencing overcrowding of its inmate detention facilities and on occasion, has space available to house additional inmates; and

Whereas, Union County has requested that Cabarrus County consider housing certain Union County inmates and Cabarrus County has agreed to do so, all in accordance with the terms and conditions of this Agreement, and

Whereas, this Agreement is authorized pursuant to North Carolina General Statute Chapter 160A-460 et.seq.

Now therefore, in consideration of the premises and other good and valuable consideration, the parties hereto agree as follows:

1. **Housing Facilities.** Cabarrus County will provide inmate detention facilities for certain Union County detainees and prisoners (hereafter, "Inmate(s)") in Cabarrus County's Detention Center ("Center") located at 30 Corban Avenue SE, Concord, N.C. and houses the inmates detained for pre-trial and sentenced inmates confined to Cabarrus County. Cabarrus County will provide the same standard of care with regard to surveillance, security, and protection of inmates as is afforded Cabarrus County detainees and prisoners.
2. **Overcrowding of Center.** In the event the Center reaches maximum capacity, Cabarrus County shall not be required to accept any Inmates until such time as the Center has enough available space to accept additional inmates. The Detention Center presently has 473 beds available for use, although due to classification of inmates, the actual number is slightly lower. Because of this, Cabarrus County can require Union County to pick up Inmates housed in the Center.

3. **Expenses.** As reimbursement of general room and board expenses, Union County agrees to pay Cabarrus County the sum of seventy dollars (\$70.00) per day per Union County inmate housed in the Center.

In addition to room and board expenses, Union County will reimburse Cabarrus County for the cost of ordinary and extraordinary medical costs and expenses attributable to any Inmate, including without limitation the following:

- a. Medical care provided to any inmate as a result of hospitalization
- b. Ordinary expenses for Inmate medical care including all expenses for any illnesses as an outpatient or inpatient of the Center Infirmary.
- c. The cost of replacing eyeglasses and dental prosthetic devices. Replacement will be made only if the inmate was using the damaged or lost eyeglasses or dental device at the time of commitment to the center, the eyeglasses or dental devices broken or lost while the inmate is incarcerated at the Center, and only upon prior approval of Cabarrus County.
- d. The cost of any other out of pocket expense that occurs with a Union County inmate.

4. **Limitation On Number of Inmates.** Union County shall be permitted to house no more than ten (10) inmates in the Center.

5. **Restrictions on Inmates Offenses/Medical Condition.** Inmates housed in the Center must be serving misdemeanor, civil sentences, pretrial, or sentenced confinement. In addition, Union County will not transport any Inmate to the Center who has a known serious medical condition. Each inmate shall have a medical clearance form stating that they have been cleared medically by the medical staff of the Union County Detention Center and approved by the medical staff of the Cabarrus County Detention Center prior to arrival.

6. **Transportation of Inmates.** The Union County Sheriff's Office shall be responsible for transporting any Union County inmate to and from the Center.

7. **Payment Terms.** Each month the Inmates are incarcerated at the Center, Cabarrus County shall invoice Union County for all costs and expenses attributable to the Inmates by the fifteenth (15th) day of each month. Union County shall pay such invoice by the last day of each month.

8. **Removal of Disruptive Inmates.** If in the opinion of the Cabarrus County Sheriff's Office, any Inmate becomes unduly disruptive or becomes such a disciplinary problem as to interfere with the orderly operation of the Center, the Cabarrus County Sheriff's Office will notify the Union County Sheriff's Office and the Union County Sheriff's Office will pick up the disruptive Inmate immediately.

9. **Term of Agreement.** The initial term of this Agreement expired at midnight, June 30, 2025. The Agreement is renewed effective July 1st 2025 and expires at midnight, June 30th, 2026. It may be renewed at the expiration of this agreement, by mutual written agreement of the parties hereto. However, in the event either party hereto deems it necessary to terminate this Agreement for whatever reason, this Agreement may be terminated at any time by either party upon thirty (30) days advance written notice to the other party at the address set forth in this Agreement.

10. **Amendments and Modifications.** This Agreement may only be modified in writing, signed by the parties hereto. However, Cabarrus County and Union County agree that the Sheriff's Office of both counties may attach exhibits or supplements to this Agreement pertaining solely to specific procedures for the transport, acceptance and discharge of Inmates, provided the terms of such supplements or exhibits are not in contradiction to the terms and conditions of this Agreement.


11. **Paragraph Headings.** Paragraph headings in this Agreement are for convenience only and are not deemed to be a controlling part of this Agreement.

In Witness hereof, the parties hereto have executed this Agreement in duplicate originals, effective the date set forth above.

Cabarrus County, North Carolina

Read and Agreed to:

Cabarrus County Sheriff's Office



Van Shaw, Cabarrus County Sheriff

Union County, North Carolina

Read and Agreed to:

Union County Sheriff's Office

Eddie Cathey, Union County Sheriff