

**MEMORANDUM OF UNDERSTANDING BETWEEN ALAMANCE COUNTY,
ALAMANCE COUNTY SHERIFF, AND CITY OF GRAHAM
FOR EMERGENCY DETENTION EVACUATION**

WHEREAS, Alamance County (“County”), the Alamance County Sheriff (“Sheriff”), and the City of Graham (“City”) recognize the importance of coordinated planning and response in the event of a disaster or local emergency;

WHEREAS, North Carolina local governments are authorized to enter into agreements for cooperation under the terms of N.C. Gen. Stat. § 160A-461 *et seq.*

WHEREAS, the Sheriff is responsible for the custody, care, and evacuation of inmates from the Alamance County Detention Center and may require temporary relocation of inmates due to partial or complete evacuation;

WHEREAS, the City is willing, subject to the terms set forth herein, to provide its facilities to support the County and Sheriff during such emergencies;

WHEREAS, the parties wish to clarify their respective roles, responsibilities, and reimbursement obligations in the event of such an emergency;

WHEREAS, the City reserves the discretion to determine the priority of use of its facilities (i.e. for use by City residents and/or Red Cross) in the event of any disaster, however it is the intent of the City to make reasonable efforts to assist as outlined herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, the parties agree as follows:

1. Term

This Memorandum of Understanding (“MOU”) shall be effective from July 1, 2025, through June 30, 2028. The MOU shall automatically renew for successive three-year terms unless any party terminates the agreement under the terms of this Agreement.

2. Purpose and Scope

This MOU establishes procedures and delineates responsibilities for the evacuation and temporary housing of Alamance County inmates at the Graham Recreation Center in the event of a disaster or emergency that exceeds the County’s and Sheriff’s response capacity.

3. Obligations of the City of Graham

(a) Upon request by the County or Sheriff, and subject to facility availability, the City shall make available space to temporarily house up to 500 inmates as a secondary evacuation location, provided such use does not unreasonably disrupt City operations or cause undue hardship.

(b) The City shall coordinate with County and Sheriff officials to ensure safe and secure access to its facility, consistent with established protocols.

4. Obligations of the County and Sheriff

(a) The Sheriff shall provide all personnel, security, and supplies necessary to house, supervise, and care for inmates while at the Graham Recreation Center.

(b) The County shall provide any food and other supplies as required, by separate agreement, and coordinate with the Sheriff to ensure the tracking, documentation, and supervision of all transferred inmates.

(c) The County and Sheriff shall maintain complete documentation for all inmates transferred and comply with all applicable state and federal laws and regulations.

5. Evacuation Requests and Procedures

(a) The Sheriff may initiate an evacuation request verbally; however, all requests must be confirmed in writing as soon as practicable.

(b) The Sheriff shall specify the number of inmates to be relocated, their general detention status, and any transportation needs.

(c) All transferred inmates must be accompanied by appropriate documentation at check-in to the Graham Recreation Center.

6. Reimbursement and Financial Responsibility

(a) To the extent permitted by law and without waiving any legal defenses or immunities, the County shall reimburse the City for all reasonable and necessary costs incurred as a result of the evacuation, including costs related to use, breakage, damage, replacement, or return of borrowed materials, and for any personnel or equipment provided by the City.

(b) The County shall reimburse the City for the actual salaries and benefits of City personnel providing services under this MOU, as well as reasonable costs associated with defending liability claims, except where the City has failed to provide appropriate maintenance or repair of equipment.

(c) The County shall make reimbursement within ninety (90) days following receipt of an invoice from the City.

7. Liability and Insurance

(a) The Sheriff shall assume legal and financial responsibility for all inmates during their period of housing at the Graham Recreation Center.

(b) The City shall ensure proper credentialing of its personnel and the safety and integrity of equipment provided for County or Sheriff use.

8. Confidentiality

The parties shall maintain the confidentiality of inmate records and all other sensitive information as required by applicable law.

9. Miscellaneous Provisions

(a) This MOU shall be governed by and construed in accordance with the laws of the State of North Carolina. Venue for any dispute shall lie exclusively in the Superior Court of Alamance County, North Carolina.

(b) Amendments to this MOU must be in writing and signed by all parties.

(c) Operational procedures, forms, or other tools necessary to implement this MOU shall be developed jointly by the parties prior to any implementation of this MOU.

(d) Nothing in this MOU is intended to create any rights, privileges, or claims for any third party.

10. Termination

This MOU may be terminated by any party upon sixty (60) days' written notice to the other parties.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding as of the dates set forth below.

ALAMANCE COUNTY

By: _____

Name: Heidi York

Title: County Manager

Date: _____

ALAMANCE COUNTY SHERIFF

By: _____

Name: Terry S. Johnson

Title: Sheriff

Date: _____

CITY OF GRAHAM

By: _____

Name: Megan Garner

Title: City Manager

Date: _____