

PS 75100

AGREEMENT FOR USE OF JAIL FACILITIES

THIS AGREEMENT is made and entered into by and between BENTON COUNTY, a political subdivision of the State of Washington (hereinafter "County"), and the City of Poulsbo, a municipal corporation under the laws of the State of Washington/political subdivision of the State of Washington (hereinafter "Contract Agency").

RECITALS

WHEREAS, the County is authorized by law to operate a jail for misdemeanants and felons and the Contract Agency is authorized by law to operate a jail for misdemeanants and felons;

WHEREAS, the Contracting Agency wishes to designate the County jail as a place of confinement for the incarceration of one or more inmates lawfully committed to the Contract Agency's custody;

WHEREAS, the County is amenable to accepting and keeping inmates received from the Contract Agency in the County's custody at its jail for a rate of compensation mutually agreed to herein;

WHEREAS, RCW 39.34.080 and other Washington laws authorize any public agency to contract with another public agency to perform services and activities that each such public agency is authorized by law to perform; and

WHEREAS, the County and Contract Agency have considered the anticipated costs of incarceration services and potential revenues to fund such services and determined it is in each of their best interests to enter into this Agreement as authorized and provided for by RCW 39.34.080 and other Washington law.

AGREEMENT

For and in consideration of the conditions, covenants and agreements contained herein the parties agree as follows:

1. PURPOSE: It is the purpose of this Agreement to provide for the use by the Contract Agency of the County's jail facilities and services at the County's jail located at the Benton County Justice Center, 7320 W. Quinault Ave., Kennewick, Washington 99336.

2. MAILING AND CONTACT ADDRESS: All written notices, reports and correspondence required or allowed by this Agreement shall be sent to the following:

County: Benton County Jail,
Attn.: Jail Administrator
7320 West Quinault Ave.
Kennewick, Washington 99336-7665
Facsimile: (509) 783-5852
Tel. No. (509) 735-6555 ext.3290

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(b) Cost Responsibility. The Contract Agency shall be responsible for the cost of all medication prescribed for one of its inmates. The Contract Agency shall also be responsible for all costs associated with the delivery of medical, psychiatric and dental services provided to an inmate that are not available from the health care program within the County jail and for all emergency medical services, wherever provided. These costs shall be paid directly to the provider or as a reimbursement to the County, as directed by the County.

(c) Notice. Except in case of situations deemed an emergency by the County, the County shall notify the Contract Agency's contact person in writing, by mail or facsimile, prior to transfer of a Contract Agency's inmate to a medical, dental or psychiatric provider outside of the County jail or to a hospital for medical, psychiatric or dental services.

(d) Pre-Confinement Consents or Refusals. If a Contract Agency inmate has received or refused any medical, psychiatric or dental treatment from the Contract Agency before confinement in the County jail, the Contract Agency shall provide to the County all written verification of any authorization of or refusal to authorize care or treatment for such inmate(s).

(e) Return for Medical Services. Nothing herein shall preclude the Contract Agency from retaking custody of an ill or injured inmate by picking such inmate up for transfer at the County jail; provided, in situations the County deems that an inmate requires emergency medical care, the County shall have the right to arrange for emergency medical services (at the Contract Agency's expense) notwithstanding a request from the Contract Agency to retake custody of the inmate.

(f) Records. The County shall keep records of all medical, psychiatric or dental services it provides to an inmate. Upon resumption of custody by the Contract Agency and in accordance with WAC 289-20-250, the Contract Agency shall receive a copy or summary of the medical, psychiatric or dental records held by the County for an inmate of the Contract Agency.

7. TRANSPORTATION OF CONTRACT PRISONERS:

(a) Regular Transport. The County agrees to perform, at no additional charge, one (1) round-trip transport per calendar week of inmates to and from the County jail. The location to be determined between the City and the County in order to transport inmates of the Contract Agency to and from the County jail. The County shall have sole discretion to set the day and time of such transport.

(b) Additional Transport Without Costs. The County agrees to perform one (1) additional round-trip transport per calendar week, at no additional charge, when the number of inmates ready and waiting to be transported to or from the County jail for the Contract Agency constitutes a minimum of three (3) inmates. The day and time of such transports are within the sole discretion of the County.

(c) Additional Transport with Costs. For any additional transports by the County required by court order or made at the Contract Agency's request, the Contract Agency shall reimburse the County for all costs associated with such transport; provided, this Agreement shall not be deemed to create an obligation of the County to provide any transports other than those set forth in Section 7(a) or (b) above.

(d) Contract Agency Transport. In the event either party requests that custody of an inmate be

(a) Pending Medical Needs. The County shall have the right to refuse to accept any Contract Agency inmate who, at the time of presentation for transportation to the County jail for confinement, appears in need of medical, psychiatric or dental attention, until the Contract Agency has provided medical, psychiatric or dental treatment to the inmate to the satisfaction of the County.

(b) Problematic Physical History or Behavior and New Medical Conditions. The County shall have the right to refuse to accept or to return any Contract Agency's inmate that, in the sole judgment of the County, has a history of serious medical problems, presents a risk of escape, presents a risk of injury to other persons or property, or develops an illness or injury that may adversely affect or interfere with the operations of the County Jail. Any special transport costs, medical or otherwise, incurred in the return of Contract Agency's inmate under this subsection will be the responsibility of the Contract Agency.

(c) Pending Charges. The County shall further have the right to refuse to accept or return any inmate from the Contract Agency for confinement that has misdemeanor, gross misdemeanor or felony charges pending.

(d) Claims/Litigation. The County shall have the right to refuse to accept or to return any Contract Agency inmate that files a claim or lawsuit against the County.

(e) Return for Release. The County shall have the right to return any Contract Agency inmate at anytime within five (5) days of the scheduled completion of a sentence of confinement by such inmate.

(f) Return Due to Upcoming Expiration. The County shall have the right to begin returning Contract Agency's inmates during the thirty days preceding expiration of this Agreement so that all inmates may be transported pursuant to the regular transports under Section 7 (a) and (b) above.

(g) Notice of Return and Transport. The County shall provide written notice, via facsimile or mail, of the anticipated return of an inmate under this Section 9 to the contact person identified herein for the Contract Agency. The County shall transport the inmate(s) authorized for return under this Section 9 in accordance with Section 7 (a) or (b) and within seven days of such notice, unless the Contract Agency transports such inmate(s) at the Contract Agency's expense.

10. REMOVAL FROM JAIL - OTHER GROUNDS: The Contract Agency's inmates may be removed from the County jail for the following reason(s):

(a) Request by Contract Agency. Upon written request of the Contract Agency for transfer of custody back to the Contract Agency. In such case, the inmate will either be transported by the Contract Agency or by the County pursuant to Section 7 above.

(b) Court Order. By order of a court having jurisdiction over a Contract Agency's inmate. In such case, transport will be according to the terms expressed in the court order, or by the Contract Agency or the County pursuant to Section 7 above.

(c) Treatment Outside of Jail. For medical, psychiatric or dental treatment or care not available within the County jail.

educational, recreational and social service programs offered at the County jail under the terms and conditions applicable to all other inmates at the jail.

(d) Inability to Serve Time Outside of Facility. In accordance with Section 4 of this Agreement, the Contract Agency's inmates will not be allowed to leave the jail for participation in correctional work crews, work release programs, home monitoring or any other program in which other inmates sometimes are allowed to leave the physical confines of the jail as part of serving their sentence.

13. ACCESS TO FACILITY AND PRISONERS:

(a) Access to Facility. Contract Agency shall have the right to inspect, at mutually agreeable times, the County jail in order to confirm such jail maintains standards acceptable to the Contract Agency and that its inmates are treated appropriately. The County agrees to manage, maintain and operate its facilities consistent with all applicable federal, state and local laws.

(b) Access to Inmates. Contract Agency personnel shall have the right to interview inmates from the Contract Agency at any reasonable time within the jail. Contract Agency officers shall be afforded equal priority for use of jail interview rooms with other departments, including the Benton County Sheriff's Department.

14. ESCAPES AND DEATHS:

(a) Escapes. In the event of an escape by a Contract Agency's inmate from the County jail, the Contract Agency will be notified in writing as soon as practical. The County will have the primary authority to direct the investigation and to pursue the prisoner within its jurisdiction. Any costs related to the investigation and pursuit within its jurisdiction will be the responsibility of the County. The County will not be required to pursue and return the Contract Agency's escaped inmates from outside of the County.

(b) Deaths.

- (1) In the event of a death of a Contract Agency inmate in the County jail, the Contract Agency shall be promptly notified in writing. Benton County Sheriff's Office Bureau of Law Enforcement and the Benton County Coroner will investigate the circumstances. The Contract Agency may, if it wishes, join in the investigation and receive copies of all records and documents in connection with the investigation.
- (2) The County shall, subject to the authority of the Benton County Coroner, follow the written instructions of the Contract Agency regarding the disposition of the body. Such written instructions shall be provided within three working days of receipt by the Contract Agency of notice of such death. All expenses related to necessary preparation of the body and transport charges shall be the responsibility of the Contract Agency. With written consent from the Contract Agency, the County may arrange burial and all matters related or incidental thereto, and the Contract Agency shall pay all such expenses. This paragraph deals with relations between the parties to this Agreement and shall not affect the liability of any relative or other person for the disposition of the deceased or any expenses connected therewith.

the provisions of RCW 39.34.030, the Benton County Sheriff shall be responsible for administering the confinement of inmates hereunder. No real or personal property will be jointly acquired by the parties under this Agreement. All property owned by each of the parties shall remain its sole property to hold and dispose of in its sole discretion.

20. WAIVER OF RIGHTS: No waiver of any right under this Agreement shall be effective unless made in writing by an authorized representative of the party to be bound thereby. Failure to insist upon full performance on any occasion shall not constitute consent to or waiver of any continuation of nonperformance or any later nonperformance; nor does payment of a billing or continued performance after notice of a deficiency in performance constitute an acquiescence thereto.

21. TERMINATION: This Agreement may be terminated prior to expiration by written notice from either party delivered by regular mail to the contact person at address set forth herein. Termination by said notice shall become effective ninety (90) days after receipt of such notice. The notice shall set forth the reason the party wishes to terminate the Agreement and the specific plan for accommodating the affected inmates, if any.

22. WAIVER OF ARBITRATION RIGHTS: Both parties acknowledge and agree that they are familiar with the provisions of RCW 39.34.180(3), as now in effect, and that of their own free will they hereby expressly waive any and all rights under RCW 39.34.180(3), as now in effect or as hereinafter amended, to arbitrate the level of compensation for incarceration services charged under this Agreement, or any renewal thereof, that either party may possess. The parties further agree that such level of compensation and all other issues related to the purpose of this Agreement will only be as agreed to herein or as otherwise agreed to in a writing executed by the parties.

23. DURATION: This Agreement shall be effective upon execution by both parties and shall continue through December 31, 2003, unless terminated earlier under the terms set forth in Section 21 above. This Agreement may be renewed for successive periods of one year by written addendum executed by all parties hereto under such terms as the parties agree in writing. Nothing in this Agreement shall be construed to make it necessary for the Contracting Agency to continuously house inmates with the County.

24. GOVERNING LAW: The parties hereto agree that, except where expressly otherwise provided, the laws and administrative rules and regulations of the State of Washington shall govern in any matter relating to this Agreement and an inmate's confinement under this Agreement.

25. MISCELLANEOUS: In providing these services to the Contract Agency, the County is an independent contractor and neither its officers, agents, or employees are employees of the Contract Agency for any purpose including responsibility for any federal or state tax, industrial insurance or Social Security liability. No provision of services under this Agreement shall give rise to any claim of career service or civil service right, which may accrue to an employee of the Contract Agency under any applicable law, rule, or regulation.

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