

## 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 KENNEWICK, WASHINGTON, a municipal corporation (hereinafter "City").

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

1. PURPOSE. The City, desiring to utilize Benton County Jail (hereinafter "jail") facilities and services, for the incarceration of City prisoners, in accordance with the Interlocal Cooperation Act (Chapter 39.34 RCW) and the City and County Jails Act (Chapter 70.48 RCW), hereby enters into an agreement with the County for use of the County jail facility and personnel for confinement of City prisoners. It is the purpose of this agreement to provide for the joint use by the parties of the jail facilities and services at the jail located at the Benton County Justice Center.

2. DEFINITIONS. (a) "City Prisoner" shall mean a person who is booked into the jail pursuant to an arrest by a police officer for the commission of a misdemeanor which could be booked as a violation of a Kennewick city ordinance. For the term of this agreement, should the City choose to repeal any or all of its ordinance provisions which would give rise to potential City jail time, such action will have no bearing on the computation of City prisoner days.

(b) "City Prisoner Day" shall mean any portion of a consecutive 24-hour period and shall include when a City Prisoner is only booked and released, as calculated using the current Bi-County Police Information Network ("BI-PIN") methodology for counting jail days. After booking, the total elapsed time for each visit shall be calculated in minutes. At the time of release, the number of minutes will be divided by 1440 (the number of minutes in a day), and the resulting number will be rounded up. For example, if a city prisoner's stay is from 8:00 AM on January 1, 1997 to 1:00 PM on January 3, 1997, the total elapsed time would be 3,180 minutes. This is two days and five hours, and the number of City Prisoner Days would be three.

"City Prisoner Day" shall also include prisoners who participate in the work release program. For work release prisoners, the City shall receive credit for the portion of the County's daily fee paid by the prisoner.

3. AVAILABILITY OF JAIL FACILITIES. The jail facilities and personnel shall be available for confinement of City prisoners held upon arrest, awaiting trial, and serving sentences of jail terms. The jail facilities and personnel shall be available for the confinement of City prisoners on a space available basis.

4. COMPENSATION FROM CITY. The City shall pay the County as compensation for its provision of jail facilities and personnel as specified herein.

(a) For the 1997 calendar year, the City shall pay to the County forty-nine dollars and fifty-seven cents (\$49.57) per City Prisoner Day. [This figure is calculated as follows: \$44.43 for operating costs; a 5% administration fee of \$2.11; and a depreciation fee of \$3.03.] The County will bill the City on the 15th of each month, for the number of City Prisoner Days in the preceding month. Payment shall be due by the 15th of the following month.

(b) The fee for the City Prisoner Day will be subject to adjustment each calendar year, based on the following factors:

(1) Operating costs will be calculated based on the Benton County Corrections budget for that year, and the City's actual usage for the preceding year. At the conclusion of each year, including 1997, the operating costs will be adjusted by Benton County to reflect actual County expenditures and actual jail usage during that year. If operating costs are found to be less than those budgeted, the bill for the final month of the calendar year will be adjusted downward; if the costs are found to be higher than those originally budgeted, the bill for the final month of the calendar year will be adjusted upward. If, during the course of the calendar year, the County supplements the budget of the County Department of Corrections, the County will provide written notice to the City of the adjustment.

(a) Should the County enter into an agreement with any other city, in which the City Prisoner Day charge is less than that specified in this Agreement, the City will be granted the same lesser charge.

(2) In November of each year, the County will calculate the amount of depreciation expenses for the following year, based on capital expenditures in the jail. The City will be advised of any changes in the charge for depreciation, no later than December 1, for the following calendar year. Capital expenditures will be inclusive of any expansion to the jail facility. The County agrees that the City will be allowed to participate in the decision-making process as to how the money accumulated in the depreciation fund will be spent.

(3) The Administration Fee will remain at 5% of the operating costs for the life of the contract.

5. PAYMENT. The County shall bill the City by submitting a monthly voucher to the City on or before the 15th day of each month following services. The City shall pay the County the compensation set forth in Section 4 hereof within thirty days from receipt of such voucher. Account balances overdue 30 days or more will be subject to a service charge of 1% per month (12% per annum). Should it become necessary, all collections costs will be paid by the City.

6. MEDICAL COSTS AND TREATMENT.

(a) The County shall have the right to refuse to accept a City prisoner who, at the time of delivery to the jail for confinement, is in need of medical attention, until the City has made arrangements satisfactory to the County, for such medical attention.

(b) The County will provide medical services for all prisoners within the jail in accordance with the provisions of Chapter 289-20 WAC.

(c) In the event a prisoner requires medication or requires medical or dental treatment or care not available in the health care program within the jail provided by the County, the City shall be responsible as follows:

(i) With respect to City prisoners, the City will be responsible for all medication and all such medical or dental treatment or care to the extent such costs are not paid by the prisoner, insurance, public assistance or other sources.

(ii) With respect to those prisoners who are not City prisoners, as defined in Section 2, but who are confined on the basis of charges initiated by the City police officers, the City shall reimburse the County for the cost of medication and such medical or dental treatment or care provided to the prisoner prior to disposition of the charges by sentencing or otherwise to the extent that the cost is not paid by the prisoner, insurance, public assistance or other sources.

(d) The County agrees to use reasonable efforts to obtain reimbursement from the prisoner, insurance, public assistance or other sources, for such costs of medication and medical or dental treatment or care. The County shall, except in cases of emergency which prevent the County from obtaining City authorization, obtain advance authorization from the Chief of Police or designee whenever a prisoner, the costs of medication or medical or dental treatment or care for whom is the responsibility of the City pursuant to this agreement, requires such medication or medical or dental treatment or care. The City agrees to provide to the County, when requested, written verification of any authorization of or refusal to authorize care or treatment for a City prisoner.

(e) The County shall, subject to the City's authorization required by subsection (d) hereof, have the authority to make arrangements for medication or medical or dental treatment or care not available in the health care program within the jail.

(f) The County shall be responsible for all medical expenses due to injuries incurred during the course of a prisoner's incarceration.

7. **TRANSPORTATION OF PRISONERS.** The City shall be responsible for all transportation of City prisoners to and from the Benton County Justice Center.

8. **TRANSFER OF CUSTODY.** City police officers delivering persons to the jail for confinement shall provide the receiving officer of the jail with an arrest warrant, citation, court order, other documentation or a completed detention request form satisfactory to the receiving officer which indicates the legal basis for confinement of the person and, in the absence of such documentation, the receiving officer may refuse to accept the person for confinement.

(a) City police officers delivering persons to the jail for confinement shall remain in the immediate presence of such person, shall be responsible for such person and shall be considered to have such person in their sole custody until the jail receiving officer has accepted documentation for such person's confinement and physical custody of that person and has indicated that the delivering officer may leave. At such time, and only at such time, will the County have assumed custody of and responsibility for the person to be confined.

(b) City prisoners shall be subject to all applicable rules, regulations and standards governing the operation and security of the jail. All city officers delivering prisoners to the County jail shall comply with those rules, regulations and standards.

9. ACCESS TO PRISONERS. City police officers and investigators shall have the right to interview prisoners at any reasonable time within the jail. City police officers shall be afforded equal priority for use of jail interview rooms with other departments, including the Benton County Sheriff's Department.

10. POSTING OF BAIL. The County shall serve as agent for the City in receipt of bail bonds or monies posted for City prisoners.

11. WORK RELEASE. If it is desired that a City prisoner participate in the jail work release program, City prisoners shall be treated exactly as county prisoners and shall be entitled to participate in the work release program solely upon a space available basis. For work release prisoners, the City shall receive credit for the portion of the County's daily fee paid by the prisoner.

12. CITY PRISONERS. City prisoners shall be released from the jail only:

(a) upon the authorized, written request of the City police; or

(b) by order of the Court having jurisdiction of a City prisoner and the matter for which such prisoner is being confined; or

(c) for appearance by the prisoner in the Court in which the prisoner has been charged; or

(d) in compliance with a valid writ of habeas corpus, or

(e) for necessary medical or dental treatment or care not available within the jail; or

(f) when the prisoner has completed service of the sentence, the charge pending against the prisoner has been dismissed or bail or other satisfactory recognizance has been posted as required by the Court.

13. RECORDKEEPING The County, based on consultation with the City's chief of police, agrees to maintain a system of recordkeeping relative to the booking and confinement of each City prisoner in such style and manner as is equivalent to the County's records pertaining to its prisoners under the current BI-PIN system. The County shall make copies of said records available upon request by the City.

14. INDEMNIFICATION.

(a) The City shall indemnify and hold harmless the County and its officers, agents and employees from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever resulting from, arising out of or incident to any act or omission of the City, its officers, agents, or employees, in the performance of this Agreement or in arresting, detaining, charging, transporting, interrogating or otherwise dealing with persons either before or after presentation to and acceptance by the County for confinement in the jail. With respect to the performance of this Agreement and as to claims against the County, its officers, agents and employees, the City expressly waives its immunities under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligation to indemnify, defend and hold harmless provided for in this paragraph extends to any claim brought by or on behalf of any employee of the City. This waiver is mutually negotiated by the parties.

In the event that any suit based upon such a claim, action, loss, cost, expense, or damage is brought against the County, the City shall defend the County at its sole cost and expense; provided, that the County retains the right to participate in any such suit if any principle of governmental or public law is involved. If final judgment is entered against the County, or its officers, agents, or employees, the City shall satisfy the same in full.

(b) The County shall indemnify and hold harmless the City and its officers, agents and employees, from and against any and all damages of any nature whatsoever resulting from, arising out of or incident to any act or omission of the County, its officers, agents or employees, in the performance of this Agreement or in confining persons who have been presented by the City to and accepted by the County for confinement in the jail while said persons are in the jail or in the custody of the County outside the jail.

In the event any suit based on such a claim, action, loss, cost, expense or damage is brought against the City, the County shall defend the City at its sole cost and expense; provided that the City retains the right to participate in such suit if any principle of governmental or public law is involved. If final judgment be rendered against the City or its officers, agents, or employees the County shall satisfy the same in full.

15. **NON-DISCRIMINATION POLICY.** It is the policy of Benton County that no person shall be subjected to discrimination in the County or by its subcontractors because of race, color, national origin, sex, age, religion, creed, marital status, disabled or Vietnam era veteran status, or the presence of any physical, mental, or sensory handicap.

The City shall execute in writing, an assurance that it will comply with the County's Non-Discrimination Policy and provide a copy to the County upon execution of the agreement.

16. **AUTHORITY.** This Agreement is executed in accordance with the authority of RCW 70.48.090 and Chapter 39.34 RCW, the Interlocal Cooperation Act. The following information is given pursuant to the provisions of RCW 39.34.030:

- (a) The duration of this agreement shall be five years;
- (b) The Benton County Sheriff shall be responsible for the administration of this agreement as provided by Section 17 hereof.
- (c) The purpose of this Agreement is to permit the joint use of the Benton County jail for confinement of prisoners of the parties to the Agreement thereby promoting maximum use and efficiency of the Benton County jail;
- (d) Termination of this agreement shall be as provided in Section 20 hereof;
- (e) This agreement shall be administered as provided in Section 17 hereof;
- (f) Unless otherwise specifically agreed by the parties, all property, personal and real, utilized by the parties hereto in the execution of this agreement shall remain the property of that party initially owning it.



Constituting the Board of County  
Commissioners of Benton County,  
Washington.

DATED:

Attest:

Clerk of the Board

Approved as to Content:

Jim Kennedy  
Benton County Sheriff

Approved as to Form:

David R. Dunkirk  
Deputy Prosecuting Attorney  
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City Attorney