RESOLUTION 2017 288

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING THE AGREEMENT FOR USE OF JAIL FACILITIES BETWEEN BENTON COUNTY AND CITY OF WEST RICHLAND

WHEREAS, Benton County and City of West Richland currently have a First Amendment to the Short Term Agreement for the Use of Jail Facilities, Resolutions 2017-239; and

WHEREAS, said agreement will terminate on April 30; and

WHEREAS, a new Agreement for the Use of Jail Facilities has been drafted, effective May 1, 2017 through December 31, 2020; **NOW, THEREFORE,**

BE IT RESOLVED, the Board of Benton County Commissioners hereby concurs with the attached Agreement for Use of Jail Facilities Between Benton County and City of West Richland and authorizes the Board to sign; and

BE IT FURTHER RESOLVED, the attached Agreement for Use of Jail Facilities Between Benton County and City of West Richland is effective May 1, 2017 and terminates December 31, 2020.

Dated this 25 **day of** April **, 20**17.

Chairman of the Board

Chairman Pro Tem

Member

Constituting the Board of County Commissioners of Benton County, Washington

Attest: .....
Clerk of the Board

W. Hottell

Return Name and Address:

Benton County Commissioners
P.O. Box 190
Prosser, WA 99350

PLEASE PRINT OR TYPE INFORMATION:

Document Title:

1. Agreement for Use of Jail Facilities

Grantor(s) (Last name first, first name, middle initials):

1. Benton County

Additional names on page_____ of document.

Grantee(s) (Last name first, first name, middle initials):

1. City of West Richland

Additional names on page_____ of document.

Legal description (abbreviated: i.e., lot, block, plat or section, township, range, qtr./qtr.)

Additional legal is on page_____ of document.

Reference Number(s) of documents assigned or released:

Additional numbers on page _____ of document.

Assessor's Property Tax Parcel/Account Number:

Additional parcel numbers on page_____ of document.

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information.

THIS INTERLOCAL IS BEING POSTED ON THE WEBSITE PER RCW 39.34.040

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 WEST RICHLAND, 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 services 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) "Benton County Custody Budget" shall mean all expenditure items in such budget except for expenditures directly for the costs of work crews. The Custody Budget will include but not be limited to a depreciation expense in the amount of One Hundred Seventy Eight Thousand Dollars ($178,000) per year and expense estimates for all medical expenses incurred in connection with medical treatment of inmates, whether such services are provided in the jail or outside of the jail.

(b) "Benton County Facilities Budget" shall mean that budget labeled as "Facilities" in the then current budget adopted by Benton County.

(c) "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 or gross 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 as defined below.

(d) "City Prisoner Day" shall mean any portion of a consecutive 24-hour period that a City Prisoner is in the custody at the County jail and shall include when a City Prisoner is only booked and released, as calculated using the current Intergraph Jail

Management System (ILEADS) 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, 2007 to 1:00 PM on January 3, 2007, 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.

(e) "Net Operating Cost" of the jail shall be calculated monthly as follows: (i) All expenditures in a particular month from the Benton County Custody Budget and all expenditures for that month under bars code 518.302 (or its successor) of the Benton County Facilities Budget, less (ii) all reimbursement payments from any inmate or from another governmental entity for the costs of home monitoring (currently bars code 342.36.0002); medical costs (currently bars codes 342.36.0003, 342.36.0005, and 342.36.0009); work release (currently bars code 342.36.0010); incentive payments from the Social Security Administration (currently bars code 342.36.0006), less (iii) payments received from a governmental entity not within Benton County for incarceration of inmates; provided that reimbursements to the County from the State of Washington for the costs of incarcerating convicted felons pursuant to Chapter 137-75 of the Washington Administrative Code (OAA Offenders) shall not be deducted in the calculation of "Net Operating Costs".

(f) "Prisoner Day" shall mean any portion of a consecutive 24-hour period that any prisoner is in custody at the County jail due to charges by the County, the City or any other city located within the County, any OAA Offenders, and shall include when a prisoner is only booked and released, as calculated using the current Intergraph Jail Management System (ILEADS) 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 prisoner's stay is from 8:00 AM on January 1, 2007 to 1:00 PM on January 3, 2007, the total elapsed time would be 3,180 minutes. This is two days and five hours, and the number of Prisoner Days would be three.

"Prisoner Day" shall also include prisoners who participate in the

work release program.

3. AVAILABILITY OF JAIL FACILITIES. The jail facilities and services shall be available for confinement of City Prisoners held upon arrest, awaiting trial, and serving sentences of jail terms on a space available basis; provided, confinement of City prisoners will be given priority over confinement of Prisoners for jurisdictions from outside of Benton County.

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

(a) For incarceration of City Prisoners between May 1, 2017, and December 31, 2017, the City shall pay to the County a monthly amount equal to 1.01% of the Net Operating Costs of the jail for the prior month. For subsequent calendar years, the percentage owed shall be adjusted according to Section 4(b) below. The County will use reasonable efforts to bill the City within twenty (20) days after the close of a particular month.

(b) For calendar years following 2017, the percentage of the monthly Net Operating Costs that the City shall pay shall be the ratio of City Prisoner Days to Prisoner Days for the three year period beginning July 1st and ending June 30th of the preceding year. By way of example, the percentage of Net Operating Costs owed by the City each month for 2018 shall be the ratio of City Prisoner Days to Prisoner Days for the three year period beginning July 1, 2014, through June 30, 2017.

(c) Administration Cost: In addition to the amounts owed under Sections 4(a) and 4(b) above, the City shall pay a monthly Administration Fee in the amount of five percent (5%) of the expenditures in the prior month from the Benton County Custody Budget and under bars code 518.302 (or its successor) from the Benton County Facilities Budget. The Administration Fee is not included in the expenditures from the Benton County Custody Budget of Facilities Budget.

(d) The City's obligations to pay for work crew costs is set forth in a separate agreement between the parties and not covered by this Agreement.

5. PAYMENT. The County shall bill the City by submitting a monthly voucher to the City. The City shall pay the County the compensation set forth in Section 4 hereof within thirty (30) days

from receipt of such voucher. Account balances overdue sixty (60)days or more will be subject to a service charge of 1% per month (12% per annum) commencing on the initial due date. Should it become necessary, all collection 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 City Prisoners in accordance with the policies and procedures adopted by the County.

(c) It is within the County's sole discretion to determine whether a City Prisoner requires medication, medical care including mental health care) or dental treatment that is not available in the health care program within the jail.

(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 care or dental treatment.

(e) The City shall not be required to make any payments for medical expenses in addition to the compensation owed to the County under Section 4 above.

7. TRANSPORTATION OF PRISONERS. The City shall be responsible for all transportation of City Prisoners to and from the Benton County Justice Center necessary for any reason, or the cost thereof if transportation is provided by the County at the applicable mileage reimbursement rate for private vehicle use set by the U.S. General Services Administration. The County reserves the right not to provide transportation of City Prisoners.

8. TRANSFER OF CUSTODY. City police officers or any law enforcement on behalf thereof 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.

The County may also refuse to accept any City Prisoner for confinement if, in its sole discretion, it would be inappropriate to accept such person for security or safety reasons prompting the Sheriff or his designee to conclude that it would be inappropriate for a particular person to be held in custody in the jail, including but not limited to familial, social or employment relationships between the person and one or more members of correctional staff.

(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. SPECIAL PROGRAMS.

(a) Work Release. If it is desired that a City Prisoner participate in the jail work release program, City Prisoners shall be treated the same as county prisoners and shall be entitled to participate in the work release program solely upon a space available basis and qualification pursuant to Benton County's Bureau of Corrections standards.

(b) Home Monitoring and Work Crew Prisoners participating in a

home monitoring program or work crew shall not be included in the calculation of "City Prisoner Days" or "Prisoner Days" under Sections 2(d) or 2(f) of this Agreement. Work crew costs are not considered part of the Custody Budget under this Agreement and are recouped pursuant to a separate agreement between the parties and not under this Agreement.

The cost of providing home monitoring is part of the Custody Budget and is paid for by the City under this Agreement; provided, the County shall use all best efforts to collect as much of the cost of home monitoring from the City Prisoner as it can.

12. RELEASE OR LEAVE OF CITY PRISONERS. City Prisoners shall be permitted to leave 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 record keeping to document 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 ILEADS system. The County shall make copies of said records available upon request by the City. The City agrees to be bound by all applicable confidentiality laws regarding jail records.

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. **With respect to the performance of this Agreement and as to claims against the City, its officers, agents and employees, the County 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 County. This waiver is mutually negotiated by the parties.**

In the event any suit based upon 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 by the County or by its contractors because of race, color, national origin, sex, age, religion, creed, marital status, sexual orientation, disabled or Vietnam era veteran status, or the presence of any physical, mental, or sensory handicap.

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 as set forth in Section 19 below;

(b) Benton County 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 facilities and services 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 in writing, 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.

(g) Nothing in this Agreement shall preclude the City from maintaining and utilizing its own holding facilities.

17. ADMINISTRATION. This Agreement shall be administered by Benton County or the Contracting Officer.

18. REMEDIES. No waiver of any right under this Agreement shall be effective unless made in writing by the 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.

19. DURATION. Upon its effective date, this agreement supersedes the prior Agreement for Use of Jail Facilities between the parties. This agreement shall be effective from May 1, 2017 through December 31, 2020.

20. TERMINATION. This agreement may be terminated prior to the end of its term by either party for cause upon not less than ninety (90) days' advance written notice. Said notice shall set forth the basis for termination.

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Dated: 4-25-2017

BENTON COUNTY, WASHINGTON

JAMES BEAVER, Chairman.

SHON SMALL, Member.

JEROME DELVIN, Member.

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

DATED: 4-25-2017

Attest:
Clerk of the Board

Approved as to Content:

JERRY HATCHER
Interim Benton County Sheriff

Approved as to Form:

RYAN K. BROWN, Deputy
Prosecuting Attorney

Dated: April 18, 2017

CITY OF WEST RICHLAND, WASHINGTON

By:
Title: mayor

Approved as to Form:

BRONSON BROWN
City Attorney