


# Agenda Summary Report (ASR)

## Franklin County Board of Commissioners

<b>DATE SUBMITTED:</b> 03/15/21	<b>PREPARED BY:</b> Lori Schmidt
<b>Meeting Date Requested:</b> 03/23/21	<b>PRESENTED BY:</b> Stephen Sultemeier
<b>ITEM:</b> (Select One) <input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Brought Before the Board Time needed:	
<b>SUBJECT:</b> Mutual Use of Jail Facilities with Benton County	
<b>FISCAL IMPACT:</b> When utilized and/or without exchanging offenders it will cost \$102.92 per day per inmate, not included in the budget	
<b>BACKGROUND:</b> The past agreement is expiring and a replacement Agreement for Mutual Use of the Jail Facilities has been agreed upon.	
<b>RECOMMENDATION:</b> Move to accept the resolution approving the Agreement for Mutual Use of Jail Facilities with Benton County	
<b>COORDINATION:</b> Jim Raymond Jennifer Johnson 	
<b>ATTACHMENTS:</b> Resolution Two original contracts	
<b>HANDLING / ROUTING:</b> One original to Franklin County One original to Benton County	

*I certify the above information is accurate and complete.*



Stephen Sultemeier, Cmdr

# **FRANKLIN COUNTY RESOLUTION NO. \_\_\_\_\_**

**BEFORE THE BOARD OF COUNTY COMMISSIONERS FRANKLIN COUNTY, WASHINGTON**

**RE: IN THE MATTER OF AUTHORIZING FRANKLIN COUNTY COMMISSIONERS TO SIGN THE AGREEMENT BETWEEN FRANKLIN COUNTY AND BENTON COUNTY FOR MUTUAL USE OF JAIL FACILITIES**

**WHEREAS**, per Franklin County Resolution 2019-120 and Benton County Resolution 2019-360, the Franklin County Commissioners approved the Agreement and First Agreement Amendment between Benton County and Franklin County for mutual use of Jail Facilities with a termination date of April 30, 2021; and

**WHEREAS**, both parties wish to renew the Agreement for Mutual Use of Jail Facilities as a place of inmate confinement when it is deemed to be in the best interest of both Counties; and

**WHEREAS**, the parties agree that when a County determines it is in the best interest to house an inmate in the other County's jail facilities, the Receiving County will transfer an inmate at that time of a similar classification level to the Transferring County to be housed by the Transferring County for an equal duration of time; and

**WHEREAS**, in the event the Inmate Swap in Kind Consideration as described in Section 5(a) of the attached Agreement is not possible or impractical for any reason, the parties mutually agree that the housing of an inmate by the Receiving County on behalf of the Transferring County shall be compensated at the rate of one hundred two dollars and ninety two cents (\$102.92) for every 24-hour period, or portion thereof, that said inmate is in the custody; **NOW, THEREFORE**

**BE IT RESOLVED**, the Board of Franklin County Commissioners, Franklin County, Washington, hereby approves and is authorized to sign the attached Agreement for Mutual Use of Jail Facilities between Franklin County and Benton County for the period of May 1, 2021 through April 30, 2022. This Agreement may be renewed for successive periods of one year by written addendum executed by all parties hereto.

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON**

\_\_\_\_\_  
Commissioner

Attest

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Commissioner

**First Amendment to  
Agreement for Mutual Use of Jail Facilities  
Between  
Benton County and Franklin County**

**This First Agreement Amendment**, made and entered into this \_\_\_\_\_ day of March, 2021 by and between **BENTON COUNTY**, a political subdivision of the State of Washington, and **FRANKLIN COUNTY**, a political subdivision of the State of Washington; hereinafter collectively ("the parties").

**Recitals**

*Whereas*, the parties entered into an Agreement for Mutual Use of Jail Facilities dated May 7, 2019 whereby the parties agreed to utilize the other parties respective County jail as a place of inmate confinement when it is deemed to be in the best interest of both Counties.

*Whereas*, the attached First Amendment is necessary as both parties wish to amend Section 22 – DURATION to extend the current Agreement through April 30, 2022, while maintaining the rest of the Agreement in full force and effect.

*Now, therefore*, in consideration of the provisions and agreements set forth herein, the parties agree that all provisions of their original Agreement shall remain in effect except the below section which is amended as follows:

- a) Section 22. DURATION - is hereby deleted and replaced in its entirety with the following:

This Agreement shall be effective May 1, 2021 and shall continue through April 30, 2022, 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.

*This section was intentionally left blank*

**IN WITNESS WHEREOF**, the parties to this First Agreement Amendment have executed this Amendment to take effect upon signature of both parties.

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**BENTON COUNTY, WASHINGTON**

**FRANKLIN COUNTY, WASHINGTON**

\_\_\_\_\_  
Jerome Delvin, Chairman  
Benton County Commissioner

\_\_\_\_\_  
Clint Didier, Chairman  
Franklin County Commissioner

\_\_\_\_\_  
Shon Small, Pro-Tem  
Benton County Commissioner

\_\_\_\_\_  
Rocky Mullen, Pro-Tem  
Franklin County Commission

\_\_\_\_\_  
Will McKay, Member  
Benton County Commissioner

\_\_\_\_\_  
Brad Peck, Member  
Franklin County Commissioner

Attest: \_\_\_\_\_  
Clerk of the Board

Attest: \_\_\_\_\_  
Clerk of the Board

Approved: \_\_\_\_\_  
Scott Souza  
Chief of Corrections

Approved:   
Jim Raymond  
Franklin County Sheriff

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
Ryan J. Lukson, Civil DPA

  
\_\_\_\_\_  
Jennifer Johnson, DPA

# RESOLUTION 2019 360

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

**IN THE MATTER OF AUTHORIZING THE BOARD OF BENTON COUNTY COMMISSIONERS TO SIGN THE AGREEMENT BETWEEN BENTON COUNTY AND FRANKLIN COUNTY FOR MUTUAL USE OF JAIL FACILITIES**

**WHEREAS**, per Resolution 2017-502 dated July 25, 2017 the Board of Benton County Commissioners approved the Agreement between Benton County and Franklin County for mutual use of Jail Facilities with a termination date of April 30, 2019; and

**WHEREAS**, both parties wish to renew the Agreement for Mutual Use of Jail Facilities as a place of inmate confinement when it is deemed to be in the best interest of both Counties; and


**WHEREAS**, the parties agree that when a County determines it is in the best interest to house an inmate in the other County's jail facilities, the Receiving County will transfer an inmate at that time of a similar classification level to the Transferring County to be housed by the Transferring County for an equal duration of time; and

**WHEREAS**, in the event the Inmate Swap in Kind Consideration as described in Section 5(a) of the attached Agreement is not possible or impractical for any reason, the parties mutually agree that the housing of an inmate by the Receiving County on behalf of the Transferring County shall be compensated at the rate of one hundred two dollars and ninety-two cents (\$102.92) for every 24-hour period, or portion thereof, that said inmate is in the custody; **NOW, THEREFORE**

**BE IT RESOLVED**, the Board of Benton County Commissioners, Benton County, Washington, hereby approves and is authorized to sign the attached Agreement for Mutual Use of Jail Facilities between Benton County and Franklin County for the period of May 1, 2019 through April 30, 2021. This Agreement may be renewed for successive periods of one year by written addendum executed by all parties hereto.

Dated this 7 day of May, 2019.

  
Chairman of the Board

  
Member

Attest.....  
Clerk of the Board

  
Member

Constituting the Board of Commissioners  
of Benton County, Washington.

Orig: Sheriff's Office,

Cc: Auditor's Office, PA, Franklin County

Prepared by: L. Small

## AGREEMENT FOR MUTUAL USE OF JAIL FACILITIES

This Agreement is made and entered into by and between **BENTON COUNTY**, a political subdivision of the State of Washington, and **FRANKLIN COUNTY**, a political subdivision of the State of Washington; hereinafter collectively ("the parties").

### RECITALS

WHEREAS, Benton County and Franklin County are authorized by law to operate a jail for misdemeanants and felons; and

WHEREAS, the parties each wish to utilize the other parties respective County jail as a place of inmate confinement when it is deemed to be in the best interest of both Counties; and

WHEREAS, this Agreement does not create any separate legal or administrative entity pursuant to RCW 39.34.030; and

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 parties have considered the anticipated costs of incarceration services and potential revenues to fund such services and determined it is in the parties 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 each party access to the other party's jail facilities when it is deemed to be in the best interest of both Counties. Such use shall be solely for the purpose of housing inmates otherwise subject to incarceration at each party's respective jail facilities and shall be further subject to all terms and conditions contained herein.
2. **MAILING AND CONTACT ADDRESS:** All written notices, reports, and correspondence required or allowed by this Agreement shall be sent to the following Agreement administrators:

County:

Benton County Jail  
Jail Commander Tom Croskrey  
7122 W. Okanogan Pl., Bldg. B  
Kennewick, WA 99336  
Tel: (509) 735-6555 ext.3787  
Email: [Tom.Croskrey@co.benton.wa.us](mailto:Tom.Croskrey@co.benton.wa.us)

Contract Agency: Franklin County Jail  
Jail Commander Stephen Sultemeier  
1016 N. 4<sup>th</sup> D201  
Pasco, WA 99301  
Tel: (509) 545-3549  
Email: [ssultemeier@co.franklin.wa.us](mailto:ssultemeier@co.franklin.wa.us)

Notices shall be effective immediately upon receipt if delivered in person. If notice is delivered by US Mail, then it shall be effective three days following the day when it is deposited, postage prepaid, in an official mail receptacle, properly addressed to the other party's contact address and person. If notice is made by email, then it shall be effective at the time of start of business, on the next business day following successful transmission.

Each party must have an Agreement administrator at all times this agreement is in force. Parties may change their Agreement administrator by submitting notice of such change to the other party in writing.

**4. AVAILABILITY OF JAIL FACILITIES:**

Each party shall accept an inmate requested by the other party at its sole discretion. This discretion is in addition to each party's rights with respect to certain inmates set forth in Sections 8 and 9 herein. Each party shall only submit inmates for confinement under this Agreement that are held 24 hours a day in jail confinement. Inmates incarcerated pursuant to this Agreement will not be eligible for participation in work crew, work release, home monitoring, or any other programs in which inmates serve all or part of their sentences outside the confines of a jail.

**5. COMPENSATION:**

- (a) Inmate Swap in Kind Consideration. The parties agree that when a County determines it is in its best interest to house an inmate (hereinafter "Transferring County") in the other County's jail facilities, subject to the limitations of section 4, the County receiving the inmate (hereinafter "Receiving County") will transfer an inmate at that time to the Transferring County of a similar classification level to be housed by the Transferring County for an equal duration of time. In performance of this Agreement when Benton County is housing its inmates at the Franklin County Jail, Benton County will be deemed the "Transferring County" and Franklin County will be deemed the "Receiving County". In performance of this Agreement when Franklin County is housing its inmates at the Benton County Jail, Franklin County will be deemed the "Transferring County" and Benton County will be deemed the "Receiving County".
- (b) Monetary Consideration. In the event the inmate swap described in Section 5(a) is not possible or impractical for any reason, the parties mutually agree that the housing of an inmate by the Receiving County on behalf of the Transferring County shall be compensated at the rate of one hundred two dollars and ninety-two cents (\$102.92) for every 24-hour period, or portion thereof, that said inmate is in the custody of the Receiving County. Such time

period shall be measured from the time said inmate is transferred to the custody of the Receiving County and ends when the Transferring County resumes custody.

- (c) Other Costs. The Transferring County shall also pay such other costs as are incurred by the Receiving County, or third parties, in incarcerating inmates on behalf of the Transferring County, as set forth herein, including but not limited to any medical costs required by Section 6.
- (d) Billing. The Receiving County may bill the Transferring County on the 15th day of each month for all amounts due to the Receiving County under this Agreement for the services rendered in the prior calendar month. Payment shall be due from the Transferring County by the 15th day of the following month. 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, the Transferring County shall pay all collection costs associated with late payments.
- (e) Booking Fee. The collection of a booking fee for Transferring County's inmates pursuant to RCW 70.48.390 shall be subject to the discretion of the Transferring County and shall not be collected by the Receiving County from such inmates. The Transferring County shall not request or require the Receiving County to assess such a fee on its behalf.

**6. MEDICAL COSTS AND TREATMENT:**

- (a) Services Provided. Upon transfer of custody to the Receiving County, the Receiving County shall provide or arrange for the Transferring County's inmates to receive all necessary medical, psychiatric, and dental services in accordance with the policies and procedures of the Receiving County and applicable law.
- (b) Cost Responsibility. The Transferring County shall be responsible for, or shall pay for the cost of, all medication prescribed for any of its inmates. The Transferring County shall also pay for all costs associated with the delivery of medical, psychiatric, and dental services provided to an inmate who, in the sole discretion of the Receiving County, requires the services of a third-party medical, dental, or psychiatric services provider, and for all emergency medical, dental, or psychiatric services, wherever provided. These costs shall be paid directly to the provider or as a reimbursement to the Receiving County, as directed by the Receiving County. The Receiving County shall bill the Transferring County only for the actual costs charged to the Receiving County and shall provide an itemization with such billing.
- (c) Notice. Except in case of situations deemed an emergency at the sole discretion of the Receiving County, the Receiving County shall notify the Transferring County's Agreement administrator in writing, by email, prior to transfer of a Transferring County'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 Transferring County's inmate has either 1) received medical, psychiatric, or dental treatment; or 2) refused any medical, psychiatric, or dental treatment, from the Transferring County or any third-party provider of such services before transfer for confinement in the Receiving County's jail, the Transferring County shall provide to the Receiving 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 Transferring County from retaking custody of an ill or injured inmate by retaking custody of such inmate at the Receiving County's jail. Such retaking of custody shall be preceded by written notice at least 24 hours in advance of the desired time of retaking custody. However, in situations where the Receiving County, in its sole discretion determines, that an inmate requires emergency medical care, the Receiving County shall have the right to arrange for emergency medical services (at the Transferring County's expense) notwithstanding a request from the Transferring County to retake custody of the inmate.
- (f) Records. The Receiving County shall keep records of all medical, psychiatric, or dental services it provides to an inmate. Upon resumption of custody by the Transferring County, the Transferring County shall receive a copy or summary of the medical, psychiatric, or dental records held by the Receiving County for an inmate of the Transferring County.
- (g) Transportation of Medications and Records. The Transferring County agrees to transport with the inmate, any and all applicable medical records, current care instructions, as well as an appropriately labeled 5-day supply of the inmate's current non-controlled substance medications, and any previously issued over-the-counter medication. The medical record shall at a minimum include the inmate's name, inmate's number, date of birth, any known allergies, current medication list and description of current medical problem(s), the in facility medical care provided, and the facility health staff contact information.
- (h) Receiving County may charge inmates a medical co-payment for medical calls and medications. The Transferring County is not responsible for the cost of inmate medical co-payments and cannot be billed for these costs for any inmate including but not limited to indigent inmates.

**7. TRANSPORTATION OF INMATES:**

- (a) Regular Transport. For all inmates accepted by the Receiving County, the Transferring County shall be responsible for transporting inmates to and from the Receiving County's Jail for all purposes including but not limited to court hearings and medical appointments. In an emergency situation, the Receiving County's Jail may transport an inmate at their discretion and will notify the Transferring County as soon as practical of the transport.

- (b) Transports by the Receiving County. For any transports by the Receiving County required by court order, or made at the Transferring County's request, the Transferring County shall reimburse the Receiving County for all costs associated with such transport; provided, this Agreement shall not be deemed to create an obligation of the Receiving County to provide any transports.
- (c) Transferring County Transport. In the event either party requests that custody of an inmate be transferred back to the Transferring County, in accordance with any such right set forth in this Agreement, the Transferring County shall transport such inmate in accordance with the guidelines set forth in this Section 7 (a) or (b) above. If the Transferring County desires to take custody of such inmate and the Receiving County does not agree to transport the inmate, the Transferring County shall take custody of the inmate at the Receiving County's jail and handle all transport responsibility. The Transferring County shall cause written notice of any such expected transport by the Transferring County to be received by the Receiving County at least 24 hours before the time of such transport.

**8. TRANSFER OF CUSTODY:**

- (a) Commencement of Custody by Receiving County. Transferring County inmates shall not be deemed to be in the legal custody of the Receiving County until officers from the Receiving County's Sheriff's Department take physical control of such inmate. The Receiving County shall not be required to take such control of an inmate until the Transferring County has delivered copies of all inmate records pertaining to the inmate's incarceration by the Transferring County or its agent, including a copy of the inmate's medical records held by the Transferring County or its agent, and a copy of the document that provides legal authority for the incarceration of the inmate. If additional information is requested by the Receiving County regarding a particular inmate, the parties shall mutually cooperate to obtain such information. In the absence of documentation and information satisfactory to the Receiving County, the receiving officer may refuse to accept the Transferring County's inmate for confinement. The Receiving County shall not be required to take custody of or assume control of or responsibility for any property of the inmate, except for such property that the Receiving County allows inmates to keep in their cell. The Transferring County's officers delivering an inmate to the transportation location shall be responsible for ensuring that all paperwork is in order and that all property allowed to be transported with the inmate is properly packaged. At such time, and only at such time, as all paperwork and property are in order will the Receiving County take physical control of and assume custody of and responsibility for the Transferring County's inmate to be confined.
- (b) Further Transfer of Custody. Except as otherwise allowed by Section 10 of this Agreement, the Receiving County shall not be required to, under any circumstances, transfer custody of any inmate confined pursuant to this Agreement to any agency other than to the Transferring County without the written authorization from a court of competent jurisdiction. Even with such

authorization, such transfer to another agency shall be at the discretion of the Receiving County and shall be further subject to the provisions of Section 7 above.

- (c) **Responsibilities Upon Assumption of Custody.** Upon transfer of custody to the Receiving County, it shall be the Receiving County's responsibility to administer the inmate's sentence pursuant to the order of the committing court in the State of Washington and the Transferring County's determinations regarding early release credits. It is the Transferring County's duty to determine the amount, if any, of early release credits earned by each of its inmates and to timely notify the Receiving County of the effect of such credits upon each inmate's release date. During such confinement, the Receiving County shall provide and furnish or arrange for all necessary medical and hospital services and supplies in accordance with Section 6 of this Agreement.
- (d) **Resumption of Custody by Transferring County.** The Transferring County shall be deemed to have resumed legal custody of an inmate previously transferred to the Receiving County for incarceration pursuant to this Agreement, upon either presentation of such inmate to the Transferring County's jail facilities, or upon the Transferring County's officers taking physical control of an inmate at any other location.

9. **RIGHT TO REFUSE/RETURN AN INMATE:** The Receiving County shall have the right to refuse to accept or to return any of the Transferring County's inmates at its sole discretion, for any reason, including but not limited to the following:

- (a) **Pending Medical Needs.** The Receiving County shall have the right to refuse to accept any Transferring County inmate who, at the time of presentation or drop off to the Receiving County's jail facilities for confinement, is without the required medication and records as provided in Section 6(g), or appears as determined by the Receiving County, in need of medical, psychiatric, or dental attention, until the Transferring County has provided medical, psychiatric, or dental treatment to the inmate to the satisfaction of the Receiving County.
- (b) **Problematic Physical History or Behavior and New Medical Conditions.** The Receiving County shall have the right to refuse to accept or to return any Transferring County's inmate that, in the sole judgment of the Receiving County, has a history of serious medical problems, presents a serious risk of escape, presents a serious risk of injury to other persons or property, represents a risk to the orderly and safe operation of the jail, or develops an illness or injury that may adversely affect or interfere with the operations of the Receiving County's Jail. Any special transport costs, medical or otherwise, incurred in the return of the Transferring County's inmate under this subsection shall be the responsibility of the Transferring County. The Receiving County agrees to make immediate notification to the Transferring County and forward copies of any and all incident reports, disciplinary reports, findings, and actions, including documentation of removal of earned early release credits to the Transferring County.

- (c) Pending Charges. The Receiving County shall further have the right to refuse to accept or return any inmate from the Transferring County for confinement that has misdemeanor, gross misdemeanor, or felony charges pending.
  - (d) Claims/Litigation. The Receiving County shall have the right to refuse to accept or to return any Transferring County inmate that files a claim or lawsuit against the Receiving County or indicates intent to do so.
  - (e) Return for Release. The Receiving County shall have the right to return any Transferring County inmate at any time within six (6) days of the scheduled completion of a sentence of confinement by such inmate.
  - (f) Return Due to Upcoming Expiration. The Transferring County shall have the obligation to begin picking up Transferring County 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 Receiving County shall provide written notice, via email, to the Agreement administrator of the anticipated return of an inmate under this Section 9 to the contact person identified in Section 2. The Transferring County shall transport the inmate(s) authorized for return under this Section 9 in accordance with Section 7 (a) and within seven days of such notice.
10. **REMOVAL FROM JAIL - OTHER GROUNDS:** The Transferring County's inmates may be removed from the Receiving County's jail facilities for the following additional reasons:
- (a) Request by Transferring County. Upon written request of the Transferring County for transfer of custody back to the Transferring County. In such case, the inmate will either be transported by the Transferring County or by the Receiving County pursuant to Section 7 above.
  - (b) Court Order. By order of a court having jurisdiction over a Transferring County's inmate. In such case, transport shall be according to the terms expressed in the court order, or by the Transferring County or the Receiving County pursuant to Section 7 above.
  - (c) Treatment Outside of Jail. For medical, psychiatric, or dental treatment or care not available within the Receiving County's jail facilities, or which, in the Receiving County's sole discretion, requires the services of a third-party medical, psychiatric, or dental care provider at a location outside of the jail.
  - (d) Catastrophe. In the event of any catastrophic condition presenting, in the sole discretion of the Receiving County, an eminent danger to the safety of the inmate(s) or personnel of the Receiving County. In such case, the Receiving

County will inform the Transferring County, at the earliest practicable time, of the whereabouts of the inmate(s) so removed and shall exercise all reasonable care for the safekeeping and custody of such inmate(s).

**11. TRANSFER OF INMATES UPON TERMINATION/ OF AGREEMENT:**

- (a) Termination by either party. In the event of a notice of termination from the either party in accordance with Section 21 below, the Transferring County agrees to transport according to Section 7. (a) and (b) until all inmates are returned to the Transferring County before the termination date of the Agreement. Release dates schedule shall be determined between the Receiving County and the Transferring County according to the inmate's normal release date or earlier if necessary to transport prior to the termination date. Until such removal, the Transferring County shall pay the compensation and costs set forth herein related to the housing of such inmate(s). The Receiving County shall retain all rights hereunder, notwithstanding such termination, until all of the Transferring County's inmates are removed from the Receiving County's jail. If the population of Transferring County's inmates or timing of notice of termination is such that transports pursuant to section 7(a) and (b) will not be completed prior to the anticipated termination date, then Receiving County may increase transports beyond that in section 7 (a) and (b) at Transferring County's expense, or may require the Transferring County to transport the excess inmates.

**12. INMATE RIGHTS, ACCOUNTS AND PROGRAMS:**

- (a) Early Release Credit and Discipline. With respect to the Transferring County's inmates, the Receiving County shall maintain and manage disciplinary issues and shall administrator sanctions, including removal of earned early release credit, as per Receiving County's policies and procedures. No discipline prohibited by federal or state law will be permitted. The disciplinary policies and rules of the Receiving County's jail shall apply equally to inmates confined pursuant to this Agreement and to those otherwise confined. The Receiving County agrees to make immediate notification to the Transferring County and forward copies of any and all incident reports, disciplinary reports, findings, and actions, including documentation of removal of earned early release credits to the Transferring County.
- (b) Inmate Accounts. The Receiving County shall establish and maintain an account for each inmate received from the Transferring County and shall credit to such account all money received from an inmate or from the Transferring County on behalf of an inmate. The Receiving County shall make disbursements from such accounts by debiting such accounts in accurate amounts for items purchased by the inmate for personal needs. Disbursements shall be made in limited amounts as are reasonably necessary for personal maintenance. At termination or expiration of this Agreement, an inmate's return to the Transferring County, or death or escape of an inmate, the Receiving County shall submit a check to each inmate eligible for

reimbursement.

- (c) **Programs.** The County shall provide the Transferring County's inmates with access to all educational, recreational, and social service programs currently offered at the Receiving County's 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 Transferring County's inmates shall 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.** Transferring County shall have the right to inspect, at mutually agreeable times, the Receiving County's jail in order to confirm the jail maintains standards acceptable to the Transferring County and that its inmates are treated appropriately. The Receiving County agrees to manage, maintain, and operate its facilities consistent with all applicable federal, state, and local laws applicable to the location of the jail.
- (b) **Access to Inmates.** Transferring County personnel shall have the right to interview inmates from the Transferring County at any reasonable time within the jail. Transferring County officers shall be afforded equal priority for use of jail interview rooms with other departments.

**14. ESCAPES AND DEATHS:**

- (a) **Escapes.** In the event of an escape by a Transferring County's inmate from the Receiving County's jail, the Transferring County will be notified by phone and in writing as soon as practical. The Receiving County shall 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 Receiving County. The Receiving County shall not be required to pursue and return the Transferring County's escaped inmate(s) from outside of the Receiving County's jurisdiction.
- (b) **Deaths.**
  - (1) In the event of a death of a Transferring County's inmate in the Receiving County's jail, the Transferring County shall be promptly notified by phone and in writing. The Receiving County's Bureau of Law Enforcement and the County Coroner will investigate the circumstances of death. The Transferring County may, if it wishes, join in the investigation and receive copies of all records and documents in connection with the investigation.

- (2) The Receiving County shall, subject to the authority of the County Coroner, follow the written instructions of the Transferring County regarding the disposition of the body. Such written instructions shall be provided within three working days of receipt by the Transferring County of notice of such death. All expenses related to necessary preparation of the body and transport charges shall be the responsibility of the Transferring County. With written consent from the Transferring County, the Receiving County may arrange burial and all matters related or incidental thereto, and the Transferring County shall pay all such expenses. This paragraph deals with relations between the parties to this Agreement and shall not affect the liability or rights of any relative or other person for the disposition of the deceased or any expenses connected therewith.

**15. POSTING OF BAIL:**

The Releasing County shall not serve as agent for the Transferring County in receipt of any bail bonds or any monies posted for or by a Transferring County's inmate. Any such bonds or monies will be posted at the Transferring County's jail. In the event bail is posted for an inmate timely and appropriate notification will be given to the Receiving County by the Transferring County.

**16. RECORD KEEPING:**

The Receiving County agrees to maintain a system of record keeping relative to the booking and confinement of each of the Transferring County's inmates consistent with the record keeping by the Receiving County for all other inmates. The Receiving County shall make copies of said records available to the Transferring County upon its request. Monthly medical charges will be itemized indicating all medical costs and procedures performed. The Transferring County will be bound by all confidentiality laws applicable to jail and/or medical records.

**17. INDEMNIFICATION AND INSURANCE:**

- (a) Indemnification. The Receiving County shall indemnify the Transferring County, its officers, agents, and employees, from and against any claim, damages, losses, and expenses, including but not limited to reasonable attorney's fees, arising from the Receiving County's performance under this Agreement; provided, to the extent the claim, damages, losses, and expenses are caused by intentional acts of or by the concurrent negligence of the Transferring County, its officers, agents, or employees, the Receiving County's indemnification obligation hereunder shall be limited to the Receiving County's proportionate share of liability as agreed to by the parties to this Agreement or determined by a court of competent jurisdiction.
- (b) Insurance Requirement. Each party shall obtain and maintain liability coverage in minimum liability limits of Two Million Dollars (\$2,000,000) per occurrence

and Three Million Dollars (\$3,000,000) in the aggregate for its conduct creating liability exposures related to confinement of inmates, including general liability, errors and omissions, auto liability, and police professional liability. The insurance policy (ies) shall provide coverage for those events that occur during the term of the policy, despite when the claim is made. Self-insurance or participation in a risk pool shall be sufficient to comply with the provisions of these insurance requirements.

- (c) Certificate of Insurance. Each party to this Agreement agrees to provide the other with evidence of insurance coverage in the form of either 1) a certificate from a solvent insurance provider confirming coverage from a solvent insurance pool which is sufficient to address the insurance obligations set forth above; or 2) written evidence of participation in a program of self-insurance or participation of a risk pool that is sufficient to address the insurance obligations set forth above.

**18. NON-DISCRIMINATION POLICY:**

The parties agree not to discriminate in the performance of this Agreement on the basis of age, race, creed, color, national origin, sex, honorably discharged veteran or military status, sexual orientation, gender identity or expression, or presence of any sensory, mental, or physical disability or the use of a trained guide dog or service animal by anyone with a disability, or any other classes of persons protected from discrimination by any Federal or State law.

**19. ADMINISTRATION/DISPOSAL OF PROPERTY:**

This Agreement is executed in accordance with the authority of Chapter 39.34 RCW, the Interlocal Cooperation Act. Pursuant to the provisions of RCW 39.34.030, the Benton County Sheriff and the Franklin 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 or failure to enforce breach of this agreement 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. DURATION:**

This Agreement shall be effective May 1, 2019 and shall continue through April 30, 2021, 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.

**23. 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.

**24. MISCELLANEOUS:**

In providing these services to the Transferring County, the Receiving County is an independent contractor and neither its officers, agents, or employees are employees of the Transferring County 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 Transferring County under any applicable law, rule, or regulation.

-This section was intentionally left blank-

Date: 5-7-2019

**BENTON COUNTY, WASHINGTON**

[Signature]  
Shon Small, Chairman  
Benton County Commissioner

[Signature]  
Jim Beaver, Chairman Pro-Tem  
Benton County Commissioner

[Signature]  
Jerome Delvin, Member  
Benton County Commissioner

Attest: [Signature]  
Clerk of the Board

Approved [Signature]  
Jerry Hatcher  
Benton County Sheriff

Approved as to form:

[Signature]  
Ryan J. Lukson, DPA

Date: April 23, 2019

**FRANKLIN COUNTY, WASHINGTON**

[Signature]  
Robert E. Koch, Chairman  
Franklin County Commissioner

[Signature]  
Brett Peck, Chairman Pro-Tem  
Franklin County Commissioner

[Signature]  
Clint Didier, Member  
Franklin County Commissioner

Attest: [Signature]  
Clerk of the Board

Approved [Signature]  
Jim Raymond  
Franklin County Sheriff

Approved as to form:

[Signature]  
Jennifer Johnson, DPA

**FRANKLIN COUNTY RESOLUTION NO. 2019 120**

BEFORE THE BOARD OF COUNTY COMMISSIONERS FRANKLIN COUNTY, WASHINGTON

**RE: IN THE MATTER OF AUTHORIZING FRANKLIN COUNTY COMMISSIONERS TO SIGN THE AGREEMENT BETWEEN FRANKLIN COUNTY AND BENTON COUNTY FOR MUTUAL USE OF JAIL FACILITIES**

**WHEREAS**, per Franklin County Resolution 2017-195 and Benton County Resolution 2017-502, the Franklin County Commissioners approved the Agreement and First Agreement Amendment between Benton County and Franklin County for mutual use of Jail Facilities with a termination date of April 30, 2019; and

**WHEREAS**, both parties wish to renew the Agreement for Mutual Use of Jail Facilities as a place of inmate confinement when it is deemed to be in the best interest of both Counties; and


**WHEREAS**, the parties agree that when a County determines it is in the best interest to house an inmate in the other County's jail facilities, the Receiving County will transfer an inmate at that time of a similar classification level to the Transferring County to be housed by the Transferring County for an equal duration of time; and


**WHEREAS**, in the event the Inmate Swap in Kind Consideration as described in Section 5(a) of the attached Agreement is not possible or impractical for any reason, the parties mutually agree that the housing of an inmate by the Receiving County on behalf of the Transferring County shall be compensated at the rate of one hundred two dollars and ninety two cents (\$102.92) for every 24-hour period, or portion thereof, that said inmate is in the custody; **NOW, THEREFORE**


**BE IT RESOLVED**, the Board of Franklin County Commissioners, Franklin County, Washington, hereby approves and is authorized to sign the attached Agreement for Mutual Use of Jail Facilities between Franklin County and Benton County for the period of May 1, 2019 through April 30, 2021. This Agreement may be renewed for successive periods of one year by written addendum executed by all parties hereto.

APPROVED this 23 day of April, 2019.

**BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON**

  
\_\_\_\_\_  
Commissioner

  
\_\_\_\_\_  
Commissioner

  
\_\_\_\_\_  
Commissioner

Attest

  
\_\_\_\_\_  
Clerk of the Board