

Agenda Summary Report (ASR)

Franklin County Board of Commissioners

DATE SUBMITTED: October 14, 2022	PREPARED BY: Stephen Sultemeier
Meeting Date Requested: October 25, 2022	PRESENTED BY: Stephen Sultemeier
ITEM: (Select One) <input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Brought Before the Board Time needed:	
SUBJECT: Request to approve Agreement for holding Adams County offenders.	
FISCAL IMPACT: Increasing offender bed day revenue up to 10 beds at any given time at \$80.78 per day per offender effective 08/22/2022 through December 31, 2023.	
BACKGROUND: Adams County Jail was required to close due to lack of retained staffing. Adams County has requested Franklin County hold their in custody offenders while they rebuild staffing.	
RECOMMENDATION: I recommend that the board approve the Agreement between Franklin County and Adams County effective 08/22/2022 through 12/31/2023 at a bed day rate of \$80.78.	
COORDINATION: Keilen Harmon Jim Raymond	
ATTACHMENTS: (Documents you are submitting to the Board) Agreement for Mutual Use of Jail Facilities	
HANDLING / ROUTING: (Once document is fully executed it will be imported into Document Manager. Please list <u>name(s)</u> of parties that will need a pdf) Return one original to Franklin County Corrections Center and one to Adams County Sheriff's Office. Retain one original with County Commissioners Office	

I certify the above information is accurate and complete.

Stephen Sultemeier Name, Title

FRANKLIN COUNTY RESOLUTION _____

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

APPROVAL OF ADAMS' COUNTY AGREEMENT FOR BOARDING OFFENDERS

WHEREAS, Adams County desires to utilize the Franklin County Corrections Center and it's personnel and services maintained by the County for the incarceration of offenders of Adams County; and,

WHEREAS, the bed day rate for the period 08/22/2022 through 12/31/2023 shall be \$80.78 per each Adams County offender.

WHEREAS, pursuant to RCW 36.01.010 and RCW 36.32.120 the legislative authority of each County is authorized to enter into contracts on behalf of the county and ensure the care of County property and management of county funds and business; and

WHEREAS, the Board of Franklin County Commissioners constitutes the legislative authority of Franklin County and desires to enter into the attached Agreement as being in the best interest of Franklin County.

NOW, THEREFORE, BE IT RESOLVED that the attached Agreement between Franklin County and Adams County effective 08/22/2022 through 12/31/2023 2023, is hereby approved by the Board.

APPROVED this _____ day of _____, 2022.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Chair

Attest:

Chair Pro Tem

Clerk to the Board

Member

AGREEMENT FOR MUTUAL USE OF JAIL FACILITIES

This Agreement is made and entered into by and between **ADAMS 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, Adams County and Franklin County are authorized by law to operate a jail for misdemeanants and felons; and

WHEREAS, Adams County wishes to utilize Franklin County's 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 Adams County access to the Franklin County jail facilities for housing up to 10 inmates, at any one time, 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 in Adams County 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:

Contract Agency:	Adams County Jail
	Dale Wagner, Sheriff
	Address
	210 W. Broadway Ave Ritzville WA. 99169
	Tel: (509) 659-1122
	Email: dalew@co.adams.wa.us

County: Franklin County Jail
Jail Commander Stephen Sultemeier
1016 N. 4th D201
Pasco, WA 99301
Tel: (509) 545-3549
Email: 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:

Franklin County shall accept an inmate requested by Adams County at its sole discretion. This discretion is in addition to Franklin County's rights with respect to certain inmates set forth in Sections 8 and 9 herein. Adams County 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. The maximum number of inmates that Franklin County will house under this agreement is ten (10) at any one time.

5. COMPENSATION:

- (a) Monetary Consideration. The parties mutually agree that the housing of an inmate by Franklin County on behalf of Adams County shall be compensated at the rate of Eighty dollars and seventy-eight cents (\$80.78) for every 24-hour period, or portion thereof, that said inmate is in the custody of Franklin County. Such time period shall be measured from the time said inmate is transferred to the custody of Franklin County and ends when Adams County resumes custody.
- (b) Other Costs. Adams County shall also pay such other costs as are incurred by Franklin County, or third parties, in incarcerating inmates on behalf of Adams County, as set forth herein, including but not limited to any medical costs required by Section 6.
- (c) Billing. Franklin County may bill Adams County on the 15th day of each month for all amounts due to Franklin County under this Agreement for the services rendered in the prior calendar month. Payment shall be due from Adams

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, Adams County shall pay all collection costs associated with late payments.

- (d) Booking Fee. The collection of a booking fee for Adams County's inmates pursuant to RCW 70.48.390 shall be subject to the discretion of Adams County and shall not be collected by Franklin County from such inmates. Adams County shall not request or require Franklin County to assess such a fee on its behalf.

6. MEDICAL COSTS AND TREATMENT:

- (a) Services Provided. Upon transfer of custody to Franklin County, Franklin County shall provide or arrange for Adams County's inmates to receive all necessary medical, psychiatric, and dental services in accordance with the policies and procedures of Franklin County and applicable law.
- (b) Cost Responsibility. Adams County shall be responsible for, or shall pay for the cost of, all medication prescribed for any of its inmates. Adams 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 Franklin 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 Franklin County, as directed by Franklin County. Franklin County shall bill Adams County only for the actual costs charged to Franklin County and shall provide an itemization with such billing.
- (c) Notice. Except in case of situations deemed an emergency at the sole discretion of Franklin County, Franklin County shall notify Adams County's Agreement administrator in writing, by email, prior to transfer of an Adams County 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 an Adams County inmate has either 1) received medical, psychiatric, or dental treatment; or 2) refused any medical, psychiatric, or dental treatment, from Adams County or any third-party provider of such services before transfer for confinement in Franklin County's jail, Adams County shall provide to Franklin 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 Adams County from retaking custody of an ill or injured inmate by retaking custody of such inmate at Franklin 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 Franklin County, in its sole discretion determines,

that an inmate requires emergency medical care, Franklin County shall have the right to arrange for emergency medical services (at Adams County's expense) notwithstanding a request from Adams County to retake custody of the inmate.

- (f) Records. Franklin County shall keep records of all medical, psychiatric, or dental services it provides to an inmate. Upon resumption of custody by Adams County, Adams County shall receive a copy or summary of the medical, psychiatric, or dental records held by Franklin County for an inmate of Adams County.
- (g) Transportation of Medications and Records. Adams 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, description of current medical problem(s), the in facility medical care provided, and the facility health staff contact information.
- (h) Franklin County may charge inmates a medical co-payment for medical calls and medications. Adams 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 Franklin County and unless agreed otherwise in writing, Adams County shall be responsible for transporting inmates to and from its Jail for all purposes including but not limited to court hearings and medical appointments.
- (b) Transports by Franklin County. For any transports by Franklin County required by court order, or made at Adams County's request, Adams County shall reimburse Franklin County for all costs associated with such transport; provided, this Agreement shall not be deemed to create an obligation of Franklin County to provide any transports.
- (c) Adams County Transport. In the event either party requests that custody of an inmate be transferred back to Adams County, in accordance with any such right set forth in this Agreement, Adams County shall transport such inmate in accordance with the guidelines set forth in this Section 7 (a) or (b) above. If Adams County desires to retake custody of the transferred inmate, Adams County shall take custody of the inmate at Franklin County's jail and handle all transport responsibility. Adams County shall provide at least 24 hours advanced written notice to Franklin County of any such expected transport by Adams County.

8. TRANSFER OF CUSTODY:

- (a) Commencement of Custody by Franklin County. Adams County inmates shall not be deemed to be in the legal custody of Franklin County until officers from Franklin County's Sheriff's Department take physical control of such inmate. Franklin County shall not be required to take such control of an inmate until Adams County has delivered copies of all inmate records pertaining to the inmate's incarceration by Adams County or its agent, including a copy of the inmate's medical records held by Adams 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 Franklin County regarding a particular inmate, the parties shall mutually cooperate to obtain such information. In the absence of documentation and information satisfactory to Franklin County, Franklin County may refuse to accept Adams County's inmate for confinement. Franklin 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 Franklin County allows inmates to keep in their cell. Adams 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 Franklin County take physical control of and assume custody of and responsibility for Adams County's inmate to be confined.
- (b) Further Transfer of Custody. Except as otherwise allowed by Section 10 of this Agreement, Franklin 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 Adams 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 Franklin County and shall be further subject to the provisions of Section 7 above.
- (c) Responsibilities Upon Assumption of Custody. Upon transfer of custody to Franklin County, it shall be Franklin County's responsibility to administer the inmate's sentence pursuant to the order of the committing court in the State of Washington and Adams County's determinations regarding early release credits. It is Adams County's duty to determine the amount, if any, of early release credits earned by each of its inmates and to timely notify Franklin County of the effect of such credits upon each inmate's release date. During such confinement, Franklin 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 Adams County. Adams County shall be deemed to have resumed legal custody of an inmate previously transferred to Franklin County for incarceration pursuant to this Agreement, upon either presentation of such inmate to Adams County's jail facilities, or upon Adams County's officers taking physical control of an inmate at any other location.

9. **RIGHT TO REFUSE/RETURN AN INMATE:** Franklin County shall have the right to refuse to accept or to return any of Adams County's inmates at its sole discretion, for any reason, including but not limited to the following:
- (a) Pending Medical Needs. Franklin County shall have the right to refuse to accept any Adams County inmate who, at the time of presentation of drop off to Franklin County's jail facilities for confinement, is without the required medication and records as provided in Section 6(g), or appears as determined by Franklin County, in need of medical, psychiatric, or dental attention, until Adams County has provided medical, psychiatric, or dental treatment to the inmate to the satisfaction of Franklin County.
 - (b) Problematic Physical History or Behavior and New Medical Conditions. Franklin County shall have the right to refuse to accept or to return any Adams County inmate that, in the sole judgment of Franklin 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 Franklin County's Jail. Any special transport costs, medical or otherwise, incurred in the return of Adams County's inmate under this subsection shall be the responsibility of Adams County. Franklin County agrees to make immediate notification to Adams 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 Adams County.
 - (c) Pending Charges. Franklin County shall further have the right to refuse to accept or return any inmate from Adams County for confinement that has misdemeanor, gross misdemeanor, or felony charges pending.
 - (d) Claims/Litigation. Franklin County shall have the right to refuse to accept or to return any Adams County inmate that files a claim or lawsuit against Franklin County or indicates intent to do so.
 - (e) Return for Release. Franklin County shall have the right to return any Adams 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. Adams County shall have the obligation to begin picking up Adams 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. Franklin 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. Adams 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: Adams County's inmates may be removed from Franklin County's jail facilities for the following additional reasons:

- (a) Request by Adams County. Upon written request of Adams County for transfer of custody back to Adams County. In such case, the inmate will either be transported by Adams County or by Franklin County pursuant to Section 7 above.
- (b) Court Order. By order of a court having jurisdiction over an Adams County inmate. In such case, transport shall be according to the terms expressed in the court order, or by Adams County or Franklin County pursuant to Section 7 above.
- (c) Treatment Outside of Jail. For medical, psychiatric, or dental treatment or care not available within Franklin County's jail facilities, or which, in Franklin 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 Franklin County, an eminent danger to the safety of the inmate(s) or personnel of Franklin County. In such case, Franklin County will inform Adams 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, Adams County agrees to transport according to Section 7 (a) and (b) until all inmates are returned to Adams County before the termination date of the Agreement. Release dates schedule shall be determined between Franklin County and Adams County according to the inmate's normal release date or earlier if necessary to transport prior to the termination date. Until such removal, Adams County shall pay the compensation and costs set forth herein related to the housing of such inmate(s). Franklin County shall retain all rights hereunder, notwithstanding such termination, until all of Adams County's inmates are removed from Franklin County's jail. If the population of Adams County 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 Adams County expense, or may require Adams County to transport the excess inmates.

12. INMATE RIGHTS, ACCOUNTS AND PROGRAMS:

- (a) Early Release Credit and Discipline. With respect to Adams County's inmates, Franklin County shall maintain and manage disciplinary issues and shall administrator sanctions, including removal of earned early release credit, as per Franklin County's policies and procedures. No discipline prohibited by federal or state law will be permitted. The disciplinary policies and rules of Franklin County's jail shall apply equally to inmates confined pursuant to this Agreement and to those otherwise confined. Franklin County agrees to make immediate notification to Adams 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 Adams County.
- (b) Inmate Accounts. Franklin County shall establish and maintain an account for each inmate received from Adams County and shall credit to such account all money received from an inmate or from Adams County on behalf of an inmate. Franklin 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 Adams County, or death or escape of an inmate, Franklin County shall submit a check to each inmate eligible for reimbursement.
- (c) Programs. The County shall provide Adams County's inmates with access to all educational, recreational, and social service programs currently offered at Franklin 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, Adams 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. Adams County shall have the right to inspect, at mutually agreeable times, Franklin County's jail in order to confirm the jail maintains standards acceptable to Adams County and that its inmates are treated appropriately. Franklin 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. Adams County personnel shall have the right to interview inmates from Adams County at any reasonable time within the jail. Adams 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 an Adams County inmate from Franklin County's jail, Adams County will be notified by phone and in writing as soon as practical. Franklin 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 Franklin County. Franklin County shall not be required to pursue and return Adams County's escaped inmate(s) from outside of Franklin County's jurisdiction.
- (b) Deaths.
 - (1) In the event of a death of an Adams County's inmate in Franklin County's jail, Adams County shall be promptly notified by phone and in writing. Franklin County's Sheriff's Office and the County Coroner will investigate the circumstances of death. Adams County may, if it wishes, join in the investigation and receive copies of all records and documents in connection with the investigation.
 - (2) Franklin County shall, subject to the authority of the County Coroner, follow the written instructions of Adams County regarding the disposition of the body. Such written instructions shall be provided within three working days of receipt by Adams County of notice of such death. All expenses related to necessary preparation of the body and transport charges shall be the responsibility of Adams County. With written consent from Adams County, Franklin County may arrange burial and all matters related or incidental thereto, and Adams 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:

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

16. RECORD KEEPING:

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

17. INDEMNIFICATION AND INSURANCE:

- (a) Indemnification. Franklin County shall indemnify Adams 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 Franklin 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 Adams County, its officers, agents, or employees, Franklin County's indemnification obligation hereunder shall be limited to Franklin 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, sex, marital status, sexual orientation, race, creed, color, national origin, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained guide dog or service animal by a person with a disability, or any other legally protected status.

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 Adams 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 August 22, 2022 and shall continue through December 31, 2023, 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 Adams to continuously house inmates with Franklin 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 Adams County, Franklin County is an independent contractor and neither its officers, agents, nor employees are employees of Adams 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 Adams County under any applicable law, rule, or regulation.

-This section was intentionally left blank-

Date: September 7, 2022

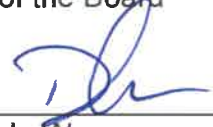
ADAMS COUNTY, WASHINGTON


Jay Weise, Chairman
Adams County Commissioner


Terrance J. Thompson, Vice-Chairman
Adams County Commissioner


Dan Blankenship, Member
Adams County Commissioner

Attest: 
Clerk of the Board

Approved 
Dale Wagner
Adams County Sheriff

Approved as to form:


Randy Flyckt
Prosecuting Attorney

WSRA #201302

Date: _____

FRANKLIN COUNTY, WASHINGTON

Clint Didier, Chairman
Franklin County Commissioner

Rocky Mullen, Chairman, Pro-Tem
Franklin County Commissioner

Brad Peck, Member
Franklin County Commissioner

Attest: _____
Clerk of the Board

APPROVED AS TO CONTENT:

Jim Raymond
Sheriff

Approved as to form:

Jennifer Johnson
Deputy Prosecuting Attorney