

INTER-LOCAL AGREEMENT FOR USE OF FRANKLIN COUNTY CORRECTIONAL FACILITIES

THIS AGREEMENT is made and entered into this 1 day of January , 2000, between FRANKLIN COUNTY (hereinafter referred to as "County"), a municipal corporation, and the CITY OF CONNELL (hereinafter referred to as "City"), a municipal corporation.

I. PURPOSE

The purpose of this agreement is to provide a contract for the County to furnish incarceration services to the City through the Franklin County Correctional Facilities and personnel for the confinement of City prisoners.

II. LOCATION

The custodial facilities shall be located within the Franklin County Correctional Center in Pasco, Franklin County, Washington, according to such arrangements as the Franklin County Sheriff and the Franklin County Commissioners see fit, pursuant to Franklin County jail standards set by the Franklin County Commissioners.

III. DEFINITIONS

- a. "City" shall mean the City of Connell, Washington.
- b. "County" shall mean Franklin County, Washington.
- c. "City Prisoner" shall include all persons brought into the Franklin County Correctional Facility for the purpose of incarceration, whether or not formally booked or placed into a cell, by a City Police Officer, or any other person acting at the request and/or under the authority of the City, including arrests by officers acting under authority by mutual agreement with the City.
- d. "Emergency Health Care" shall include physician fees, hospital charges, clinic charges, prescription charges and emergency dental care.
- e. "Joint County and City Prisoners" shall mean those prisoners brought into the Franklin County Correctional Center for the violation for both a city ordinance and a State statute or the violation of both a city ordinance and a county ordinance cited into Franklin County District Court.

f. **"Prisoner day"** shall mean a period of twenty-four (24) consecutive hours from the time the prisoner is booked into the Franklin County Correctional Facility. For billing calculation, any portion of the first twenty-four (24) hours shall constitute a prisoner day. Any portion of the final day of incarceration in excess of four (4) hours shall constitute an additional prisoner day.

IV. DAILY MAINTENANCE CHARGES

A daily maintenance charge shall be assessed by the County to the City for each "prisoner day" for "city prisoners". The daily rate shall be \$45.00 per day for the remainder of 2000/2001 contract years.

V. JUVENILE BOOKING FEE

Franklin County Correctional Center is an adult facility, thus juveniles are not booked into this facility. The City will need to make arrangements with Benton-Franklin Juvenile Center for juvenile booking.

VI. JOINT COUNTY AND CITY PRISONERS

The City shall be assessed fifty percent (50%) of all charges, in cases where a prisoner is held in the Franklin County Correctional facility due to his or her sentence on conviction of both the violation of a city ordinance and a state statute or county ordinance cited into Franklin County District Court.

The City agrees not to cite offenses in Franklin County District Court for any misdemeanor charge which may be filed in the Connell Municipal Court under the Connell Municipal Code, except as otherwise agreed between the City and the County.

VII. MEDICAL CARE COSTS

1. Pre-Incarceration.

The City shall be responsible for any and all medical care costs associated with any city prisoners requiring medical attention prior to their being booked into the Franklin County Correctional Center. The City shall pay the treating hospital directly, and shall reimburse the County for any charges paid by the County, including interest, within thirty (30) days notification by the County.

The City shall also complete and file with the County a physician's statement form (a sample of which is attached to this agreement) certifying that the city prisoner if medical attention was needed prior to booking is physically and mentally capable of incarceration within the Franklin County Correctional Center.

2. Incarceration Through Release.

The City shall be responsible for all emergency and non-emergency medical care costs of city prisoners incarcerated in the Franklin County Correctional Center, including city prisoners for whom charges have been initiated by city law enforcement officer in Franklin County Superior or District Court pending trial and sentencing.

The County will endeavor to contact and seek approval from the City for non-emergency medical care whenever possible.

The City shall pay the treating hospital directly, and shall reimburse the County for any charges paid by the County, including interest, within thirty (30) days' notification by the County.

Any payments received from the Department of Social and Health Services for emergency or necessary health care of city prisoners shall be reimbursed to the City if the city prisoner is eligible for benefits under the Department of Social and Health Services' public assistance medical program.

VIII. METHOD AND TIME OF PAYMENT

The County agrees to send a monthly invoice to the City setting forth the number of prisoners booked and the number of "prisoner days" included in the billing period, as well as any outstanding medical care bills on or about the first working day of each month. Upon receipt of same, the City shall make payment in full no later than twenty (20) days after billing. Interest shall be charged thereon at a rate of twelve (12%) percent per annum until the delinquent principal balance and interest are fully paid.

IX. WORK RELEASE

The daily rate for city prisoners in work release for the 2000/2001 contract years is \$45.00 per day. The County Work Release Officer will collect the prisoners share (\$18.00) of the \$45.00 daily fee. The City shall pay the County the balance of the \$45.00 daily rate (\$27.00) for each day the prisoner participates in the work release program.

X. DURATION OF CONTRACT

This agreement shall commence the 1 day of January, 2000, and shall expire on the 31st day of December, 2001, unless otherwise modified or terminated by the parties.

XI. INDEMNIFICATION

The County shall indemnify and hold harmless the City, its agents, employees, and officers from the intentional acts of negligence, if any, arising from the acts or omissions of the County, its agents, employees, or officers as a result of this contract.

The City shall indemnify and hold harmless the County, its agents, employees, and officers from the intentional acts or negligence, if any, arising from the acts or omissions of the City, its agents, employees, or officers, including prisoners' claims of unlawful detention or false arrest.

XII. ENTIRE AGREEMENT

This agreement contains the entire agreement between the parties hereto and shall not be modified or amended in any manner except by an instrument in writing executed by the parties hereto. Previous drafts of the agreement or any portion thereof and any oral negotiations shall not be utilized in any manner by either party should any dispute arise as to the intent of the agreement.

XIII. RECORD KEEPING

The County agrees to maintain a detailed and accurate record of all operating and maintenance costs actually incurred which shall be made available to the City upon request.

XIV. FACILITY CAPACITY CHANGES

In the event that the Franklin County Correctional Center becomes filled to capacity at any time during the term of this agreement such that operations may be at risk, the County agrees to ensure the safety of the prisoners, and the City agrees to cooperate with the County on any alternative methods of housing prisoners needed as a result of such overcrowding.

XV. TRANSPORTATION

The City shall assume full responsibility for the transportation of any and all prisoners to and from Connell Municipal Court by law enforcement, and the County assumes no liability for the transfer of said prisoners.

XVI. NOTICES

Any notice or demand from either party to the other shall be in writing and shall be deemed duly served if and when mailed by registered or certified mail, return receipt requested, to the addresses set forth below.

If to the City: City of Connell
 104 E. Adams
 Connell, WA 99326
 Attention: City Administrator

If to the County: Franklin County
 1016 North Fourth Avenue
 Pasco, WA 99301
 Attention: Clerk of the Board of
 County Commissioners

XVII. BENEFICIARIES OF CONTRACT

This agreement is solely for the benefit of the City and County and creates no rights or benefits of any type in any third parties, including prisoners incarcerated hereunder.

XIV. WAIVER

No officer, employee or agent of the parties has the power, right, or authority to waive any of the conditions or provisions of this Agreement. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement or at law shall be taken and construed to be in addition to every other remedy provided herein or by law. Failure of the parties to enforce at any time any of the provision of this Agreement shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this Agreement or any part hereof, or the right of the parties to hereafter enforce each and every such provision.

XV. SEVERABILITY

In the event any provision of this Agreement shall be declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not, in any way, be affected or impaired thereby.

IN WITNESS WHEREOF, Franklin County, Washington, has executed this Agreement by its duly authorized officials as of this 1ST day of MAY 2000

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Sue Miller, Sue Miller, Chairperson

Frank H. Brock, Frank H. Brock, Member

Neva J. Corkrum, Neva J. Corkrum, Member

ATTEST:

Mary Winters
Clerk of the Board

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:


Deputy Prosecuting Attorney

APPROVED AS TO CONTENT:


Richard Lathim
Franklin County Sheriff

IN WITNESS WHEREOF, the City of Connell, Washington has executed this Agreement by its duly authorized officials as of this 8th day of May, 1999.2000

CITY OF CONNELL
Franklin County, Washington

, Mayor

ATTEST:

, City Clerk