



Yamhill County Sheriff's Office

535 NE 5th Street, Room 143, McMinnville, Oregon 97128-4595
Business Office: (503) 434-7506 • Fax: (503) 472-5330
Jail: (503) 434-7507 Email: sheriff@co.yamhill.or.us

MEMO

Sheriff Tim Svenson

Date: May 20, 2015

To: BOC

From: Sheriff Svenson

Re: Benton Cty Bed Rental IGA

15 JUN 18 P 4:26

Attached are the intergovernmental agreements between Yamhill County Sheriff's Office and Benton County Sheriff's Office for the housing of Benton County inmates in YCCF. Agreement term is July 1, 2015-June 30, 2017; Base cost through June 30, 2016 is \$82.68/bed/day and 2016-2017 \$83.92/bed/day. Agreement sets guaranteed purchase of 10 spaces per day.

B.O. 15-151



Benton County Sheriff's Office

Scott Jackson, Sheriff

180 NW 5th Street, Corvallis, OR 97330
541.766.6858 FAX 541.766.6011

May 14, 2015

Sheriff Tim Svenson
Yamhill County Sheriff's Office
535 NE 5th Street, Rm 143
McMinnville, OR 97128

Sheriff Svenson,

Enclosed please find three signed copies of the intergovernmental agreement between the Benton County Sheriff's Office and the Yamhill County Sheriff's Office for the housing of Benton County Inmates in your facility.

If you could please have yourself and your Board of Commissioners sign all three documents, and return two of those to me, I would appreciate it. The third is for your records.

Please feel free to contact me if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Leroy Fenn".

Leroy Fenn, Office Manager
Benton County Sheriff's Office
541.766.6884



INTER-GOVERNMENTAL AGREEMENT FOR HOUSING OF BENTON COUNTY INMATES IN THE
YAMHILL COUNTY CORRECTIONS FACILITY

July 1, 2015 through June 30, 2017

This inter-governmental agreement is made between Yamhill County, a political subdivision of the State of Oregon, ("Yamhill") and Benton County, a political subdivision of the State of Oregon ("Benton"), each acting through its duly elected Board of Commissioners and Sheriff.

RECITALS:

- A. Yamhill operates a county jail known as the Yamhill County Correctional Facility ("YCCF"). YCCF includes housing space not anticipated to be required by Yamhill in the period of time **2015 – 2017** for incarceration of its pre-trial and sentenced prisoners. Benton desires to detain in a humane and secure environment certain male and female sentenced inmates, but lacks sufficient jail bed space to meet its needs. As a temporary solution to this dilemma, Benton desires to rent beds in the YCCF. In order to partially offset its maintenance costs of operation of the facility while still maintaining adequate space for its own needs, Yamhill is willing to make desired bed space available to Benton in accordance with this agreement.
- B. This inter-governmental agreement is adopted by Benton and Yamhill under authority of ORS 203.010 and ORS 190.010.

IN CONSIDERATION OF THE MUTUAL COVENANTS, TERMS AND CONDITIONS STATED BELOW, BENTON AND YAMHILL AGREE AS FOLLOWS:

I. Yamhill shall perform as follows:

A. Admission:

1. Benton will rent space in the YCCF for the housing of Benton County inmates. Yamhill guarantees that space will be available throughout the duration of this contract to house ten (10) Benton inmates. Benton guarantees that it will pay Yamhill to house ten (10) Benton inmates, regardless of whether or not these inmates are physically in custody.
2. Benton may house up to an additional inmates in YCCF on an "as-needed" basis, provided space is available in YCCF. The Yamhill Jail Commander will determine if space is available and advise the Benton Jail Commander. If Yamhill determines that it needs bed space and decides to displace a Benton inmate, Benton shall be required to vacate any beds deemed necessary by Yamhill, following not less than seven (7) days written notice from Yamhill.
3. Yamhill, acting through its YCCF staff, shall have discretion to refuse acceptance of any inmate placed under this agreement where it reasonably believes such placement does not comply with lawful requirements of facility regulations, state statutes, or sentencing authority order, or when it appears that the physical condition of the placed inmate requires immediate medical attention, beyond that customarily provided by the YCCF.

B. Supervision Services:

1. Benton inmates admitted under this agreement shall receive the same quality, level, and manner of care and supervision as Yamhill inmates.
2. If Yamhill determines that a need for emergency services of any kind exists, that determination shall control, and Yamhill is hereby authorized to take appropriate action to secure such services. Yamhill shall provide Benton with immediate notice of such services and Benton shall reimburse Yamhill for any expenses connected therewith over and above the base charge established in Section 3 of this agreement. In no event shall

Yamhill bill Benton more than Yamhill's out-of-pocket expenses in securing emergency services for the inmate.

3. Benton inmates placed under this agreement may be eligible to participate in any Yamhill inmate programs, including supervised outside work programs, based upon Yamhill's standard screening procedures. Yamhill will advise of each Benton inmate's classification, conduct and level of participation in any inmate program to facilitate transition decisions.

C. Release Services:

1. Yamhill shall release inmates placed under this agreement only upon notification by persons authorized by Benton or pursuant to sentencing authority order, provided however, that Yamhill upon written notice to the Benton County Sheriff may act to require release of any inmate whom it reasonably believes has been detained in excess of any statutory period prescribed for custody. No provision contained in this agreement is intended to relieve Benton from the duty to monitor during the period that an inmate is detained. Benton agrees to defend and hold Yamhill harmless from any claim of detention in excess of lawful limits brought by or on behalf of any inmate placed as provided above.

II. Benton shall perform as follows:

- A. **Written Statement.** Benton shall provide a written statement to Yamhill for each inmate detailing basis for custody and the length of sentence applicable. Any applicable sentencing authority order or detainer shall be attached to the written statement as well as a standard transport face sheet and inmate photo.
- B. **Authorization to Act.** The respective Sheriffs of Benton and Yamhill Counties shall possess the official authority to act in regards to the execution of this contract. Either Sheriff may delegate this authority to their respective staff.
- C. **Transportation.** Benton shall be responsible for the transportation of any Benton inmates to and from YCCF. However, both Benton and Yamhill agree to utilize the Statewide Inmate Transportation system whenever feasible.
- D. **Release of Inmates.** Routine releases of Benton inmates will take place in Benton County. Benton will be responsible for calculation of statutory good time, work time and release date of all Benton inmates. Yamhill will provide Benton with necessary data to make these calculations.
- E. **Emergency Services.** Benton shall pay to Yamhill all expenses incurred by Yamhill to provide emergency medical, dental, or psychological services, including transportation for such services if provided by a third party, on behalf of any inmate placed under this agreement. In no event shall Yamhill bill Benton for more than Yamhill's out-of-pocket expenses incurred in providing emergency services. Yamhill officials will notify Benton officials of these instances as soon as practicable.
- F. **Extraordinary Care.** Upon prior notification by Yamhill, Benton shall reimburse Yamhill for any expenses reasonably incurred in the care and supervision of a placed inmate which would exceed the level of care and supervision customarily furnished to detain inmates.
- G. **Payment.** Benton shall promptly pay Yamhill and any amount due as set forth in Section 3.
- H. **Commitment Orders.** Benton shall furnish to Yamhill any applicable documents concerning sentencing authority commitment; social history, visitation restrictions, and specialized programming that would affect detention care and supervision of the placed inmate.

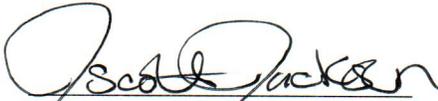
- I. **Removal of Inmates.** Benton shall remove any placed inmate that Yamhill determines, in its sole discretion, to be a substantial risk to the security or safety of the facility on 24 hours notice from Yamhill.
- J. **Medical Reports.** Benton agrees to provide Yamhill with any current medical information available, including results of routine physicals, if any have been performed, on inmates sent to Yamhill.
- III. **Cost:**
- a. **Base cost.** From the effective date of this agreement through June 30, **2016**, the base cost to Benton shall be **\$82.68** per day for the guaranteed purchase space to house 10 Benton inmates. Yamhill will be responsible for submitting a bill for housing costs by the 10th of each month. The billings will be detailed to include the inmate names and the period of time held in Yamhill custody. Yamhill will mail the bill to Benton County Sheriff's Office, 180 NW 5th Street, Corvallis, Oregon 97330. Benton will be responsible for payment within 30 days of receipt of the bill.
- c. **Base Cost** for contract years **2016-2017** shall be increased by a minimum of 1.5% for a total of **\$83.92** per day for each Benton inmate. Benton and Yamhill agree to negotiate any increase in excess of 1.5% necessary based on the current contract period financial factors.
- d. **Other Costs.** In addition to the base cost, Benton shall pay upon demand any sums otherwise required by this agreement, including but not limited to the costs of emergency services. Charges for additional services shall be billed monthly and paid by Benton within 30 days of the receipt of the bill.
- IV. **Liability.** It is understood by the parties that any and all employees of the facility are employees of Yamhill County and are not employees, agents, or representatives of Benton unless acting as the specific instance of or on the instruction of Benton County. If Yamhill is sued for wrongful detention of inmates placed by Benton under this agreement, Benton is responsible and shall pay for any judgment against Yamhill, including all costs, disbursements, and attorney fees for said wrongful detention. Yamhill shall be responsible for any liability arising from the operation of their facility pursuant to the Oregon Tort Claims Act and shall indemnify Benton for any loss proximately and legally caused by the conduct of Yamhill's deputies, agents, or employees.
- V. **Supervisory Authority.** Supervisory Authority (ORS 144.087) of Benton inmates housed in Yamhill under this contract will remain with Benton County. Yamhill will have the authority to classify, house and program Benton inmates as they would with Yamhill inmates. However, Benton may request that a Benton inmate either receive or be denied particular inmate programming. The decision in these special requests will be negotiated between the respective jail commanders on an individual basis.
- VI. **Visitation and Video Conferencing.** In the interest of maintaining community ties, Yamhill shall provide reasonable visitation access to Benton inmates. Both Benton and Yamhill agree to use video conferencing equipment whenever feasible including but not limited to inmate court appearances, probation/parole violation proceedings and structured sanctions, attorney and other professional visitation and social visitation. Both Benton and Yamhill agree to possess standardized video conferencing equipment that, at a minimum, links the respective jails and courts.
- VII. **Amendments.** This agreement may be modified or amended only by written agreement of both parties.
- VIII. **Review of Contract.** Benton and Yamhill agree that they will each review this contract annually.
- IX. **Terms and Conditions.**
- A. This agreement shall be **effective July 1, 2015 through June 30, 2017** unless sooner terminated as provided in subsection (b) or (c) below.

- B. Termination. This agreement may be terminated by the mutual consent of Benton and Yamhill at any time. Further, this agreement may be terminated by Benton upon 30 days written notice or by Yamhill upon 90 days written notice.
- C. Benton may terminate this agreement immediately upon notice to Yamhill, upon occurrence of either of the following events:
 - 1. Benton fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay Yamhill; or
 - 2. Federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the obligations under this agreement are prohibited or Benton is prohibited from paying for such obligations from the planned funding source.

IN WITNESS WHEREOF, the parties have hereto caused this agreement to be executed by their duly authorized officers as of the dates and year entered hereinafter.

BENTON COUNTY SHERIFF

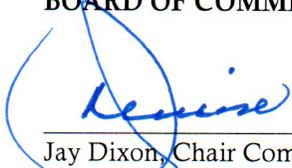
YAMHILL COUNTY SHERIFF

 4-14-15
 Scott Jackson, Sheriff Date

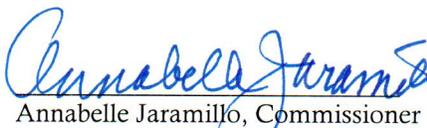
 5/20/15
 Tim Svenson, Sheriff Date

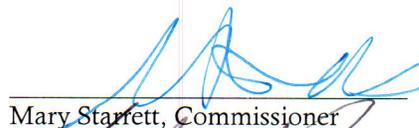
BENTON COUNTY BOARD OF COMMISSIONERS

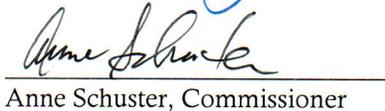
YAMHILL COUNTY BOARD OF COMMISSIONERS

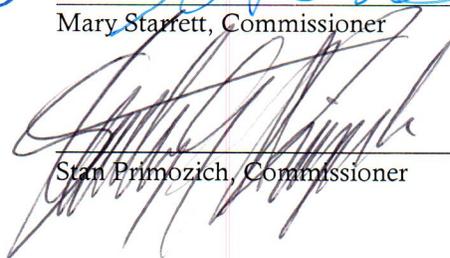
 5-6-15
 Jay Dixon, Chair Commissioner Date

Unavailable for signature
 Allen Springer, Chair Commissioner Date

 5/5/2015
 Annabelle Jaramillo, Commissioner Date

 5-28-15
 Mary Starrett, Commissioner Date

 5/5/15
 Anne Schuster, Commissioner Date

 5-28-16
 Stan Primozech, Commissioner Date

APPROVED AS TO FORM:

APPROVED AS TO FORM:

 3-24-15
 Vance Croney
 Benton County Counsel Date

 5/29/15
 Riek Sana - ~~CHRISTIAN BOENISCH~~
 Yamhill County Counsel Date

Accepted by Yamhill County
Board of Commissioners on

5-28-15 by Board Order BC Contract # 11-00063

15-151