

Resolution 55-07

To authorize Cooperative Agreement with Burnett County for rental of jail bed space

WHEREAS, Burnett County Wisconsin lacks sufficient bed space for inmates incarcerated in the Burnett County Jail, and

WHEREAS, Polk County has available space for inmates in the Polk County Jail, and

WHEREAS, The parties described herein desire a Cooperative Agreement as provided in 66.0301 of the WI Statutes to house Burnett County inmates in the Polk County Jail located in the State of Wisconsin.

NOW, THEREFORE, BE IT RESOLVED that the Polk County Board of Supervisors authorize a Cooperative Agreement for the purpose of renting out jail bed space to Burnett County WI.

*2007 as attached to and part of this resolution*

BE IT FURTHER RESOLVED that the Polk County Board of Supervisors authorizes the Sheriff to represent Polk County and negotiate the terms, conditions, renewals and modifications to the agreement as appropriate.

Funding amount: N/A

Funding Source: N/A

Date Finance Committee Advised: N/A

Approved as to form, *Jeffrey B. Fuge*  
Jeffrey Fuge, Corporation Counsel

Submitted at the request of the Public Protection Committee: *Robert R. Balle*  
*J. A. O'Neil*  
*By: J. B. 5/8/07*  
*Christina M. Schmidt*  
*Jay Ruck*

Date Submitted to the Polk County Board of Supervisors: 6/19/07

County Board action: Adopted As Amended.

**AN AGREEMENT BETWEEN POLK COUNTY AND  
BURNETT COUNTY FOR THE HOUSING OF  
INMATES IN THE POLK COUNTY JAIL**

This AGREEMENT is made and entered into by and between Polk County, a political sub-division of the State of Wisconsin (hereinafter "Provider"), and Burnett County, a political sub-division of the State of Wisconsin (hereinafter "Buyer").

**NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:**

1. **Duration, Termination and Revisions:** This agreement shall be in effect from January 1, 2007, through December 31, 2007. It may be terminated upon 30 days written notice to the other party and may be amended only upon the signed written agreement of all the parties.
2. **Agreement Administrators:** All notices, reports, and correspondence to the respective parties of this agreement shall be sent to the following:

**Polk County**

Sheriff Timothy G. Moore  
Polk County Sheriff's Department  
1005 West Main Ste 900  
Balsam Lake, Wisconsin 54810

**Burnett County**

Sheriff Dean Roland  
Burnett County Sheriff's Department  
7410 CTH K  
P.O.B. 122  
Siren, WI 54872

3. **Right of Inspection:** The Buyer shall have the right to inspect the County Jail at all reasonable times in order to determine that appropriate standards of care and discipline are being met.
4. **Vacancies:** All bed space shall be on "as available" basis. Transfer of inmates from the Buyer's County will be dependent on bed space available at the Provider's County Jail.
5. **Selection:** The Buyer will not knowingly send inmates with serious medical conditions requiring extraordinary attention or off-site medical or mental health services.
6. **Rejection:** The Provider expressly maintains the right to reject any inmate brought to the Polk County Jail by the Buyer if said inmate exhibits medical or behavior problems of such a nature, as determined by the County Sheriff or his or her duly authorized representative, as to make said inmate unacceptable in the sole judgment of the Provider County. Whenever possible, Provider will attempt to consult with Buyer prior to rejection of an inmate.
7. **Retake Inmate:** The Buyer may retake any inmate at any time.

8. **Inventory:** The Provider will conduct an inventory of each inmate's personal property when the inmate is received and booked at the Polk County Jail. Unauthorized or excess property will not be accepted or will be disposed of consistent with the jail rules and at the inmate's expense.
9. **Responsibility for the Custody of Offenders:** It shall be the responsibility of the Provider County to confine inmates from the Buyer in appropriate penal surroundings, consistent with the requirements of federal and applicable state laws governing the operations of county jails; but nothing herein contained shall be construed to require the Provider to provide additional treatment, facilities or programs for any inmate confined pursuant to this agreement which it does not provide for similar inmates pursuant to said agreement.
10. **Medical Services:** Inmates from the Buyer County shall receive medical, psychiatric, and dental treatment as may be necessary to safeguard their physical and mental health and comply with the requirements of federal and state laws. Current Correctional Health Standards shall be used as a guideline for the treatment of inmates. Except in the case of an emergency, the Provider shall contact the Buyer for prior approval for the medical, psychiatric, or dental expenses for which the Buyer is responsible under the terms of this contract.

In an emergency or situation determined to be medically necessary, the Provider may proceed with the necessary treatment without prior approval, but in every case the Provider shall notify the Buyer as soon as practicable thereafter and furnish full information regarding the nature of the illness or injury, the type of treatment provided or to be provided and the estimated cost thereof to be borne by the Buyer. If the emergency requires hospitalization the Buyer shall be notified as soon as reasonably possible. The decision to post security while the inmate is hospitalized is the responsibility of the buyer. The Buyer has the option of providing security or reimbursing the provider for the actual cost of security coverage.

The Provider shall make every reasonable effort to utilize only those medical services providers, which provide appropriate health care services at a reasonable cost.

When medical, psychiatric, or dental care requires the removal of the inmate from the jail for forty-eight (48) hours or longer, the inmate shall be removed only after notification to the Buyer. In the event of an emergency, which does not permit prior notification, the Provider shall notify the Buyer as promptly thereafter as practicable.

All necessary precautions shall be taken to assure the safekeeping of the inmate while absent from the normal place of confinement. The Provider shall provide necessary custodial supervision.

Nursing sick call, on-site physician/mid-level practitioner sick call and over-the-county medications shall be considered extra costs incidental to the care of the prisoner confined in the Provider County jail and shall be paid by the Buyer at the same rate that is charged Polk County inmates.

Whenever possible such expenses will be deducted from the inmate's canteen account to satisfy

the debt owed to the buyer county. Buyer approved off-site medical and dental care shall be chargeable to the Buyer.

If an inmate's behavior indicates a possible need for inpatient mental health treatment, the Buyer shall be notified. If it is determined that the inmate requires inpatient mental health treatment the Buyer shall transfer the inmate to one of its own facilities. In event of a mental health related emergency, the Buyer shall receive and transfer the inmate as soon as practicable.

Prescription medications shall be chargeable to the inmate if sufficient funds exist in the inmate's account. Costs for prescription medication will be charged to the buyer if the inmate is indigent. The cost of routine medical transportation of the buyer County inmates to medical facilities or doctor's appointments in the Provider's County shall be borne by the Provider.

**10a. Buyer to provide medical records:** At the time that a Buyer's inmate is brought to the Provider's Jail, the Buyer agrees to provide the Provider documentation of the inmate's medical history, which includes any known information regarding medical or mental instability.

Copies of county jail health care records of medical care provided during the inmate stay at the Provider County jail shall be sent with the inmate upon return to the Buyer County. The medical record for each Buyer County inmate in the Provider County jail shall be provided to the Provider County jail health care provider. The medical record remains the property of the Buyer County and may not be altered in any way. When the Buyer County removes an inmate from the jail, escapes, or is discharged/released by the Buyer County, any record shall be returned to the Buyer County. The Provider County shall make copies of any record and retain such record as needed for the delivery of health care services.

**10b. Injuries occurring in Provider facility:** Injuries to a Buyer's inmate, sustained in the Provider's facility by accidental means will become the responsibility of the Provider and all associated costs therewith.

Intentional injury inflicted upon any inmate, including self-inflicted injury, by any Buyer County Inmate shall be the responsibility of the Buyer County. The Buyer County may, in a separate action, recover actual expenses from the party causing injury.

**10c. HIPAA:** The Provider County will comply with the Health Insurance Portability and Accountability Act as it relates to the medical data of inmates in a correctional setting.

**11. Inmate Programs and Services.** The Buyer County inmates may participate in the same programs and services available to all other inmates subject to time and space limitations.

**12. Discipline:** The Provider County shall have physical control over and power to exercise disciplinary authority over all inmates from the Buyer County. However, nothing contained herein shall be construed to authorize or permit the imposition of a type of punishment prohibited by law.

The Provider County shall provide the necessary records, written documentation, and presentation of the facts regarding specific inmate behaviors that may be reviewed by the Buyer.

13. **Laws and Regulations for Inmate Conduct:** Inmates, while in the custody of the Provider County, shall be subject to all the provisions of law and regulations applicable to persons sentenced for violations of law to the Provider County Jail not inconsistent with the sentence imposed.
14. **Records and Reports from the County Sheriff:** At such intervals as requested, the Provider County shall furnish the Buyer County a report giving a summary of the inmate's jail record of conduct since the last requested report, including a recommendation for retention or return.
  - 14a. **Notification:** The Provider shall notify by telephone the Buyer County Sheriff or his/her designee of any incident involving Buyer County inmates relating to an inmate's death, serious illness, or injury requiring hospitalization, escape (including attempt), attempted suicide, or assault on staff or other inmate within 24 hours of the occurrence. Upon completion of the Provider County's investigation, a copy of such report shall be forwarded to the Sheriff of Buyer County or his/her designee.
  - 14b. Upon request of the Buyer County, the Provider shall forward a copy of the written inmate complaints and subsequent written decisions in response to such complaints to the buyer.

The Jail Administrator of Provider County shall keep all necessary and pertinent records concerning inmates in a professional and business-like manner. During the inmate's confinement at the Provider County Jail, the Buyer County shall be furnished with copies of any such record or records upon request. Except for medical records, nothing herein contained shall be construed to prevent the Provider County from keeping copies of any such record or records upon and after termination of confinement.

14c. **Removal from institution:** An inmate from the Buyer County confined in the Provider County Jail shall not be removed or furloughed without an order from the appropriate court of law and notification to the Buyer that the inmate is being returned to Buyer County or being released. All transportation arrangements and costs shall be the sole responsibility of the Buyer County; this provision shall not apply to removal of the inmate for medical, dental, psychiatric treatment, discipline, or for a catastrophe or condition presenting imminent danger to the safety of the inmate. In this event, the Provider shall inform the Buyer of the whereabouts of the inmate or inmates so removed at the earliest practicable time and shall exercise all reasonable care for the keeping and custody of such inmate or inmates.

14d. **Release of inmate:** Inmates received from the Buyer may be released in the Provider County with prior written authorization from the Buyer. If the Inmate is to be released into the Buyer's County, the Buyer is responsible for the transportation.

15. **Hearings:** The Provider County Jail shall provide adequate facilities for any hearing by authorities to which an inmate may be entitled by the rules or law. Video Conferencing service is provided without cost to the extent it is available.
16. **Inter-Institutional Transfer.** Notwithstanding any provisions herein to the contrary, the Provider County may not transfer an inmate to another correctional facility without approval of the Buyer.
17. **Escape:** In case any inmate shall escape from custody of the Provider County Jail, the Provider will use all reasonable means to recapture the inmate. The escape shall be reported immediately to the Buyer. The Provider shall have the primary responsibility for and authority to direct the pursuit and retaking and prosecution of inmates within its own territory. Any costs in connection therewith shall be chargeable to and borne by the Provider County.
18. **Death of an Inmate:** In the event of the death of an inmate from the Buyer County, the medical examiner, coroner, or other official having the duties of such an office in the Provider County shall be notified. The Buyer shall receive copies of any records made for or in connection with such notification.

The County Sheriff shall immediately notify the Buyer of the death of an inmate, furnish information as requested, and follow the instructions of the Buyer with regard to the disposition of the body.

The County Sheriff shall send a certified copy of the death certificate to the Buyer. A copy of the autopsy report, if any, shall be sent to the Buyer.
19. **Transportation:** The Buyer County will be responsible for arranging for the transportation of Buyer inmates housed in the Provider's Jail to other facilities for appearances. The inmate's personal property will be inventoried before transit, and files associated with the inmate will be delivered to the transportation officer at the time of the transit.
20. **Termination:** Within thirty (30) days of receipt of written notice of termination of this agreement by either party, the Buyer County shall remove its inmates.
21. **Photography and Publicity:** Requests for interviews and information regarding Buyer inmates housed at the Provider County Jail, shall be the exclusive decision of the Provider County Sheriff. Information of public record, such as sentence data or information concerning the escape of an inmate, may be given directly to the requester at the discretion of the Provider County.
22. **Cost and Reimbursement:** In addition to cost and reimbursement required by other provisions of this agreement, the Buyer will pay to the Provider \$40.00 per calendar day, per inmate in the Provider's Jail. All inmate bed space is provided on a "as available" basis.

The Provider shall submit an invoice to the designated contact person within the Buyer County on a monthly basis for the cost of occupied beds. The invoice will identify the inmate's name,

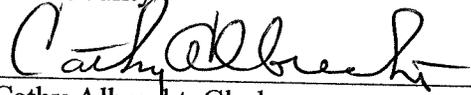
28. **Entire Agreement:** It is understood and agreed that the entire Agreement between the parties is contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.

IN WITNESS THEREOF, the undersigned duly authorized officers have subscribed their names on behalf of the County and the parties and are authorized to bind their party to the terms of this Agreement.

COUNTY OF POLK:

By:  06-22-07  
Timothy G. Moore, Sheriff  
Polk County Date

By:  6-21-07  
Larry Jepsen, County Board Chair  
Polk County Date

By:  6/21/07  
Cathy Albrecht, Clerk  
Polk County Date

COUNTY OF BURNETT

By: \_\_\_\_\_  
Dean Roland, Sheriff  
Burnett County Date

By: \_\_\_\_\_  
Clifford L. Main, Chairperson  
Burnett County Date

By: \_\_\_\_\_  
Wanda Hinrich, County Clerk  
Burnett County Date