

Resolution 56-07

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

WHEREAS, Chisago County Minnesota lacks sufficient bed space for inmates incarcerated in the Chisago County Jail, and

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

WHEREAS, The parties described herein desire a Municipal Interstate Cooperative Agreement as provided in 66.0303 of the WI Statutes that permits a county that borders on the State of Wisconsin to house inmates in a county jail located in the State of Wisconsin.

NOW, THEREFORE, BE IT RESOLVED that the Polk County Board of Supervisors authorize a Municipal Interstate Cooperative Agreement for the purpose of renting jail bed space to Chisago County MN.

²⁰⁰⁷ 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. *as attached to and part of this resolution.*

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 A. Beh*
L.A. O'Neil
By J.F. 5/8/07
Patricia M. Schmidt
Jay Kuhn

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

County Board action: Adopted As Amended.

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

MUNICIPAL INTERSTATE COOPERATIVE AGREEMENT

This agreement is entered into and by the undersigned law enforcement agencies of the State of Minnesota and the State of Wisconsin as border-sharing counties and is effective on the date shown hereafter.

Parties to Agreement

Polk County, Wisconsin, a political subdivision of the State of Wisconsin.

Chisago County, Minnesota, a political subdivision of the State of Minnesota.

Recital

Whereas, Chisago County lacks sufficient bed space for inmates lawfully incarcerated in the Chisago County Jail or otherwise in the custody of the Chisago County Sheriff, and

Whereas, Polk County has excess inmate bed space in the Polk County Jail, and

Whereas, the parties described herein desire a Municipal Interstate Cooperative Agreement as provided in 66.0303 of the WI Statutes and Section 302.31(8) of the WI Statutes that permits a county that borders on the State of Wisconsin to house inmates in a county jail located in the State of WI. As set forth in an agreement attached hereto, it is mutually agreed:

Scope of Agreement

This agreement grants authority to the Sheriff of Polk County, WI, to accept and incarcerate inmates that are in the care of the Sheriff of Chisago County, MN, into the Polk County Jail for purposes of incarceration.

The Polk County Sheriff operates a facility meeting the definition of county jail as identified in 302.30 of the WI Statutes.

The Chisago County Sheriff operates a jail that is consistent in scope and purpose as that of a Wisconsin jail.

The Polk County Jail may be used for the detention of persons charged with a crime and committed for trial; for the detention of persons committed to secure their attendance as witnesses; to imprison persons committed pursuant to a sentence or held in custody by the Sheriff; for any cause authorized by law; for the detention of persons sentenced to

imprisonment in the state penal institution or a county house of corrections until they are removed to those institutions; for the detention for persons participating in the intensive sanctioned program; for the temporary detention of persons in the custody of the Department of Corrections or for other detentions authorized by law.

The Polk County Jail may pursuant to Section 302.31 and 66.0303 of the WI Statutes detain persons who are lawfully imprisoned before, during or after trial by Chisago County, MN.

This agreement does not provide for the detention of a person detained or imprisoned in a county jail by a county that borders on this state who has been sentenced to imprisonment in a state prison in the sentencing state.

Duration

This agreement shall remain in effect until terminated in writing by either party setting forth the date of such termination which shall not be less than 30 days after the date of the notice of intent to terminate this agreement.

Sheriff, Chisago County, MN

Date

Sheriff, Polk County, WI

Date

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 Street, Suite 900
Balsam Lake, Wisconsin, 54810

Chisago County Sheriff Todd Rivard
Chisago County Sheriff's Department
313 North Main Street, Room 100
Center City, Minnesota, 55012

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:** The Provider agrees to provide beds in the provider's Jail, to the Buyer 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 not confined pursuant to said agreement.
10. **Medical Services:** Inmates from the Buyer County shall receive such 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 or required under the federal, state and/or administrative code regulations, 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 actual costs of the security coverage.

The Provider shall make every reasonable effort to utilize only those medical services providers, who 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-counter 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 and whenever possible such costs shall be taken out of the inmate account. 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 Buyer if the inmate is indigent. The cost of routine medical transportation of the Buyer County inmates to medical facilities or doctor 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, to the extent authorized by law, recover any expenses from the party causing the injury.

- 10c. **HIPAA:** The Provider shall comply with the Health Insurance Portability and Accountability Act as it relates to health care data of an inmate in a correctional setting.

11. **Inmate Programs and Services:** Programs and services are available to Buyer County inmates to the same extent as any other inmate, subject to space and time 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 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 County Jail not inconsistent with the sentence imposed.
14. **Records and Reports from the County Sheriff:** At such intervals as requested, the Provider shall furnish the Buyer 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.
15. **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 or when the County's investigation/fact finding report is completed. A copy of such report shall be forwarded to the Sheriff of Buyer County or his/her designee.

Upon request of the Buyer County, the Provider shall forward a copy of written inmate complaints and subsequent written decisions in response to such complaints to Buyer.

The Sheriff 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 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 from keeping copies of any such record or records upon and after termination of confinement.

16. **Release or Furlough from Provider Jail:** An inmate from the Buyer County confined in the Provider County Jail shall not be released or furloughed without an order from the appropriate court of law and notification to the Buyer that the inmate is being returned to the 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.
- 16a. **Release of Inmate Upon Completion of Incarceration Period:** Inmates received

from the Buyer may be released in the Provider's County upon the completion of the incarceration period 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.

- 16b. **Buyer's Inmates Tending to Legal Issues of Another Jurisdiction:** Buyer and Provider mutually agree to authorize temporary removal of an inmate housed pursuant to this agreement to attend to legal issues in a jurisdiction other than the Buyer County provided a Waiver of Extradition has been duly executed by the Inmate with the assistance of counsel, witnessed and authorized by a judge of the Buyer or sending jurisdiction.
- In the event a jurisdiction other than that of the Buyer or Provider desires to take custody of an inmate housed pursuant to this agreement, a warrant, order for appearance or Writ of Habeas Corpus from another court is required. Such order will be directed to the Buyer County prior to service upon the Provider facility.
17. **Hearings:** The Provider County Jail shall provide adequate facilities for any hearing by authorities to which an inmate may be entitled by the rules of law. Video conferencing service is provided without cost to the extent it is available.
18. **Inter-Institutional Transfer:** Notwithstanding any provisions herein to the contrary, the Provider County may not transfer an inmate between facilities under its jurisdiction without prior written approval of the Buyer. Any custody classification, which permits movement outside the confines of the jail, shall require prior written approval of the Buyer County.
19. **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.
20. **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.

21. **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.
22. **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.
23. **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 by the Provider County.
24. **Cost and Reimbursement:** In addition to cost and reimbursement required by other provisions of this agreement, the Buyer will pay to the Provider \$45.00 per calendar day, per inmate.

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, date of arrival, date of departure, total days in custody and total cost. Payment will be made for the calendar day of the inmate's arrival and the calendar day of the inmate's departure. The Provider shall also bill the Buyer on a monthly basis for all medical expenses, additional security costs, transportation expenses and other costs incurred and provided for in this agreement that are the responsibility of the Buyer. Buyer agrees to pay the monthly expenses of Buyer's inmates within thirty (30) days of receipt of the monthly bill from Provider.

The Provider County will provide constant monitoring of the premises at all times that inmates are at the facility. The County will provide three (3) meals per day at normal meal times. The meals will be nutritious, given in the morning, afternoon and evening. At least two (2) of these meals will be hot meals. The County will also provide the basic necessities to the inmates, including, but not limited to, beds, clean bedding, personal hygiene items, toilet facilities, inmate clothing, recreation facilities (as may be available), canteen facilities, visiting facilities, library and other program services that may be available.

25. **Responsibility for Legal Proceedings:** The Buyer will undertake to defend any

action or proceeding involving the legality of revocations or sentence computations of any of its inmates or the placement or removal of inmates in the County jail. The Buyer County shall reimburse the Provider for any costs incurred or damages awarded in conjunction therewith.

Each party agrees to defend at its expense any action or proceeding arising out of confinement in the County Jail, which involves the actions of its respective employees.

26. **Non-Discrimination:** In connection with the performance of work under this Agreement, the Provider agrees not to discriminate against any employee or applicant for employment disability as defined in Section 51.01(5) Stats, sex orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Provider County agrees to post in conspicuous places available for employees and applicants for employment notices to be provided by the Department's contracting officer setting forth the provisions of the non-discrimination clause.
27. **Disputes:** Any dispute arising out of the provisions of this Agreement, which cannot be settled through discussion between parties, shall be subject to arbitration as provided in Chapter 788, Wis. Stats.
28. **Rights or Benefits:** Nothing in this Agreement shall be construed to provide or create any rights or benefits to any of the Buyer's inmates.
29. **Governmental Authority:** Each party understands and agrees that no clause, term or condition of this Agreement shall be construed to supercede the lawful powers or duties of either party. Nothing in this Agreement shall be construed to affect the internal relationships of the subdivisions, offices, departments or agencies of the parties.
30. **Entire Agreement:** It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supercedes 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: T. G. Moore 06-22-07
Timothy G. Moore, Sheriff Date
Polk County

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

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

COUNTY OF CHISAGO:

By: _____
Todd Rivard, Sheriff Date
Chisago County

By: _____
Mike Robinson, Chair of Board of Commissioners Date
Chisago County

By: _____
Janet Reiter, County Attorney Date
Chisago County