



Council Business Meeting

February 20, 2024

Agenda Item	Updated Intergovernmental Agreement for Jail Bed Rentals		
From	Tighe O'Meara	Police Chief	
Contact	Tighe.omeara@ashland.or.us 541-552-2142		
Item Type	Requested by Council <input type="checkbox"/> Update <input checked="" type="checkbox"/> Request for Direction <input type="checkbox"/> Presentation <input type="checkbox"/>		

SUMMARY

For several years the police department has rented dedicated jail bed space at the Jackson County Jail on an as-needed basis. This updated Intergovernmental agreement (IGA) clarifies and slightly broadens this agreement.

POLICIES, PLANS & GOALS SUPPORTED

N/A

BACKGROUND AND ADDITIONAL INFORMATION

Since 2016 the police department has rented jail bed space on an as-needed basis from the Jackson County Jail (original Council Communication attached). This updated IGA increases the number of jail beds available per this agreement from two to three. This slightly increased capacity will allow for an additional person that has demonstrated chronic negative behavior to be housed when jail availability would otherwise see that person released back into the community, often presenting on ongoing public safety issue.

FISCAL IMPACTS

The new agreement increases the jail bed rental charge from \$100 per bed per day to \$110. The department has \$33,000 in its annual budget allocated for these charges (\$66,000 per biennium). The increase in the daily fee and the number of beds that can be used at once can be absorbed by the department's budget.

DISCUSSION QUESTIONS

N/A

SUGGESTED NEXT STEPS

Staff requests that Council authorize the City Manager to enter into this IGA for jail bed rentals at the Jackson County Jail.

REFERENCES & ATTACHMENTS

- Original Council Communication from 2016
- Updated IGA between the City and Jackson County



Council Communication

April 19, 2016 Business Meeting

Memorandum of Understanding Between the City of Ashland and Jackson County for the Rental of Jail Beds

FROM:

Tighe O'Meara, Chief of Police, tighe.omeara@ashland.or.us

SUMMARY

At the March 14, 2016 Council meeting the Council directed staff to pursue renting two jail beds at the Jackson County Jail. This Memorandum of Understanding (MOU) establishes that relationship with the county.

BACKGROUND AND POLICY IMPLICATIONS:

Due to staffing constraints the Jackson County Sheriff's Office was compelled to reduce its jail space by approximately 60 beds. This reduction further strained the county's ability to incarcerate people who have been charged with or convicted of a crime. It is common for a person who has been arrested or sentenced to a term in jail to be immediately released due to a lack of available space. The lack of available jail space is not unique to Jackson County. Several agencies around the state have taken the step of paying for jail space in order to ensure that those arrested and/or convicted of crimes see some meaningful sanction. While pre-conviction housing is possible through such a program it is much more complicated than post-conviction housing. The attached MOU establishes an agreement with Jackson County that allows for up to two beds to be rented by the City of Ashland to incarcerate defendants convicted of crimes (not violations) in Ashland Municipal Court. The jail beds will cost the city \$100 per day, and the city will not be charged unless the bed is in use.

COUNCIL GOALS SUPPORTED:

23. Support innovative programs that protect the community.

FISCAL IMPLICATIONS:

The financial implications are unknown at this time. It is estimated that this program could cost anywhere between \$20,000 and \$75,000 annually. This money is currently not allocated in the police department's biennial budget. However, the department will absorb the cost in its budget as much as possible, and will return with a supplemental budget request if needed.

STAFF RECOMMENDATION AND REQUESTED ACTION:

Staff recommends that the Council accept the MOU as written and authorize the city administrator to sign it.

SUGGESTED MOTION:

I move that Council approves the memorandum of understanding between the City of Ashland and Jackson County for the rental of up to two jail beds and directs the city administrator to sign said MOU.



ATTACHMENTS:
MOU



**INTERGOVERNMENTAL AGREEMENT BETWEEN JACKSON COUNTY AND THE
CITY OF ASHLAND FOR HOUSING ADULT PRISONERS IN THE JACKSON COUNTY
JAIL**

This agreement is made by and between The City of Ashland, a political subdivision of the State of Oregon, (“Ashland”) and Jackson County a political subdivision of the State of Oregon, (“Jackson County”), each acting through its authorized officials.

STATUTORY AUTHORITY

1. In accordance with and pursuant to the provision of ORS Chapter 190 entitled INTERGOVERNMENTAL COOPERATION, the County is authorized to jointly provide for the performance of a function or activity in cooperation with a unit of local government that includes a city or other governmental authority in Oregon. By acceptance of this Agreement, Ashland certifies it meets the above criteria for eligibility for such cooperation with the County.
2. As a result of this agreement and pursuant to ORS 190.030, any unit of local government, consolidated department, intergovernmental entity or administrative officers designed herein to perform specified functions or activities is vested with all powers, rights and duties relating to those functions and activities that are vested by law in each separate party to the Agreement, its officers and agencies.

RECITALS

WHEREAS, Jackson County operates the Jackson County Jail (“facility”) with limited housing space available for housing adult prisoners from other cities.

WHEREAS, Ashland desires to house in a humane and secure environment adult prisoners, but lacks the ability to do so.

WHEREAS, Ashland desires to reserve three (3) beds per day in the facility for the period of March 1, 2024 through February 28, 2027.

WHEREAS, Jackson County is willing to make the desired bed space available to The City of Ashland in accordance with this agreement in order to partially offset its cost for operation of the facility while still maintaining adequate space for its own needs.

IN CONSIDERATION OF THE MUTUAL COVENANTS, TERMS AND CONDITIONS STATED BELOW, THE CITY OF ASHLAND AND JACKSON COUNTY AGREE AS FOLLOWS:

Section 1. Jackson County shall.

a. Admission Services.

- (1) Any pre-trial or sentenced adult inmate held in the legal custody of Ashland on charges arising in Jackson County shall be admitted to the facility upon written request of Ashland or the agencies authorized representative, subject to the terms of this agreement.

- (2) There shall be reserved to the exclusive use of Ashland, upon request from an authorized representative, at least 3 bed spaces within the facility for Ashland adult inmates.
 - (3) Jackson County, acting through its correctional facility staff, shall have discretion to refuse acceptance of any inmate placed under this agreement where it is reasonably believed that such placement does not comply with lawful requirements of facility regulations, State statutes, court orders, or when it appears that the physical condition of the placed inmate requires immediate medical attention.
- b. Supervision Services. Inmates admitted under this agreement shall receive the quality, level and manner of care and supervision by Jackson County as any other inmate housed in the facility.
 - c. Release Services. Jackson County shall release inmates placed under this agreement only upon notification by persons authorized by Ashland or pursuant to court order, provided, however, that Jackson County, upon written notice to Ashland may act to require the release of any inmate 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 Ashland from the duty to monitor the period that an inmate is detained. Ashland agrees to defend and hold Jackson County harmless from any claim of detention in excess of lawful limits brought or on behalf of any inmate placed as provided above.

Section 2. Medical Services.

- a. Jackson County shall provide Ashland inmates with the routine medical care inside the facility. The level of care inside the facility will be the same as that provided to any other inmate in the facility. This level of care includes the cost of all medical, dental, and mental health care as well as the cost of medical supplies, over the counter medications and, any prescription medications routinely stocked by the facility which are provided to other inmates. The cost of all routine medical care inside the facility is covered by the per diem rate.
- b. Ashland is financially responsible for all costs for medical care provided Ashland inmates outside the facility.
- c. If Jackson County determines that a need for emergency services of any kind exists, that determination shall control, and Jackson County is hereby authorized to take appropriate action to secure such services. Jackson County shall provide Ashland with immediate notice of such emergency services and Ashland shall reimburse Jackson County for any expenses connected therewith over and above the base cost established in Section 4 of this agreement.
- d. In no event shall Jackson County invoice Ashland for more than Jackson County's out of pocket expenses in providing emergency services for a Ashland inmate. Additionally, Jackson County shall not invoice The City of Ashland for any occurrence or situation involving illness, injury or disability requiring immediate medical, dental or psychological services wherein the need for or additional costs

of such services arises out of Jackson County's negligent operation of the facility.

Section 3. Ashland Shall.

- a. Written Statement. Ashland shall provide written statement to Jackson County for each adult inmate detailing the basis for custody and length of sentence applicable. Any applicable court order or detainer shall be attached to the written statement. All pertinent medical information shall accompany the inmate and be provided to the medical staff for follow up evaluations.
- b. Authorization to Act. Ashland shall provide Jackson County current identities of persons authorized to act under this agreement on behalf of Ashland.
- c. Transportation. Ashland's authorized representative shall provide all transportation of Ashland inmates to and from the facility at no expense to Jackson County. Transportation to Ashland Municipal Court will be the responsibility of Ashland (unless the appearance can be done via video).
- d. Bed Management. Ashland will be solely responsible for the management of the rented beds. Ashland inmates designated in writing will be removed from the Jackson County Jail Release Matrix and will be kept in custody until completion of their sentence or when Jackson County is notified that Ashland no longer wishes that an inmate be assigned to one of the rented beds. The inmate will then either be released or placed back onto the Jackson County Jail Release Matrix.
- e. Release Information. Ashland shall provide Jackson County any required written evidence of authorization or other court orders or reports necessary to release any inmate placed under this agreement. Routine releases of Ashland inmates will take place in Jackson County. Ashland will be responsible for calculation of statutory good time, work time and release date of all Ashland inmates. Jackson County will provide Ashland with the necessary data to make these calculations.
- f. Extraordinary Care. Upon prior approval by Jackson County, Ashland shall reimburse Jackson for any expenses reasonably incurred in the care and supervision of a placed inmate which would exceed the level of care and supervision of a placed inmate customarily furnished to detained inmates, including but not limited to specially tailored clothing, footwear, prosthesis, remedial tutoring, eye glasses, dentures, hearing aids and similar devices.
- g. Removal of Inmates. Ashland shall remove any placed inmate that Jackson County determines in its sole discretion, to be a substantial risk to the security or safety of the facility on 48 hours' notice from Jackson County.
- h. Court Orders. Ashland shall furnish promptly to Jackson County in writing judicial orders of placement, social history, visitation restrictions, and specialized programming which would affect detention care and supervision of the placed inmate.

- i. Habeas Corpus. In the event an Ashland inmate in the physical custody of Jackson County is the subject of a habeas corpus or other proceeding seeking release from custody, Jackson County shall have no duty to defend or appear in the proceeding. At its option, Ashland may defend or appear in the proceeding. Jackson County will promptly notify Ashland of any proceeding of which it is aware that seeks release of a Ashland inmate from Jackson County.
- j. Payment. All sums due Jackson County under this agreement shall be remitted to:

Jackson County Sheriff's Office
Attn: Jail Administration
787 West 8th Street, OR 97501

Section 4. Cost.

- a. Base Cost. While this agreement is in effect, the base cost to Ashland shall be \$110.00 per day per bed for up to three (3) beds per day. This charge will only apply when an authorized representative from Ashland has designated in writing that Ashland wishes to use one or more of the three contracted beds.
- b. Maximum Compensation. Total base cost paid by Ashland under this agreement shall not exceed \$60,000 per Ashland fiscal year.
- c. Other costs. In addition to the base cost, Ashland shall pay to Jackson County the costs of emergency services and extraordinary care for Ashland inmates.
- d. Ashland shall make payment to Jackson County not later than the 20th day of the month following Ashland's receipt of Jackson County's monthly billing in payment for services rendered in accordance with the agreement.

Section 5. Liability.

- a. No provision contained in this agreement is intended to relieve Ashland from any claim brought by or on behalf of an injured party as a result of Jackson County releasing an inmate or for any claim brought by or on behalf of an inmate for failure by Jackson County to release an inmate pursuant to the conditions as set forth in Section 1.c above. Subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 et seq., and Article XI, Section 10 of the Oregon Constitution, Ashland agrees to defend and hold harmless Jackson County from any claim brought by or on behalf of an injured party as a result of Ashland releasing an inmate or from any claim by or on behalf of an inmate as a result of failure by Jackson County to release that inmate pursuant to the conditions as set forth in Section 1.c above.
- b. Subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 et seq., and Article XI, Section 10 of the Oregon Constitution, Ashland agrees to defend and hold Jackson County, its elected officials, officers, employees, and agents harmless from any claim brought under federal civil rights law including 42 U.S.C. 1983, and pursuant to the Oregon Tort Claims Act and shall indemnify Jackson County, its elected officials, officers, agents and employees for any loss proximately and legally caused by the conduct of Ashland's

elected officials, officers or employees in the performance of the obligations required by the terms of this agreement except for claims brought related to the release or failure to release an inmate pursuant to the conditions set forth in Section 1.c as set forth in Section 5.a.

Section 6. Amendments, No Assignments, Construction.

- a. This agreement may be amended only by written Amendment and included as part of the agreement when properly signed by both parties.
- b. Neither party shall assign or otherwise transfer its interest in this agreement.
- c. This agreement shall be construed and enforced in accordance with the laws of the State or Oregon.

Section 7. Term.

- a. Term. Unless terminated in accordance with subsection (b), the term of this agreement is from the effective date through February 28, 2027. The effective date is March 1, 2024, or the last date signed by the parties below, whichever is later. The charges established by Section 3 (“Cost”) shall not accrue until the date inmate(s) are delivered to Jackson County Jail or 30 days after the effective date, whichever occurs first.
- b. Without Cause. This agreement may be terminated by mutual consent of the parties or by either party upon thirty (30) days’ notice, in writing or delivered by certified mail or in person.
- c. For Cause by Jackson County. Jackson County may terminate or modify this Agreement, in whole or in part, effective upon delivery of written notice to Ashland or at such later date as may be established by Jackson County under any of the following conditions:
 - (1) If Ashland’s funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow the performance of the Agreement or insufficient funds are appropriated by the Ashland City Council to meet Ashland’s obligations under this agreement;
 - (2) If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the performance is no longer allowable or appropriate or are no longer eligible for the funding proposed payments authorized by this Agreement.
- d. For Default or Breach. Either Jackson County or Ashland may terminate this Agreement in the event of a breach of the Agreement by any party. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within fifteen (15) days of the date of notice, or within such period as the party giving notice may authorize or require, then the Agreement may be terminated at any time thereafter by a written notice of termination by the party giving notice. The rights and remedies of the parties

provided in this subsection are not exclusive and are in addition to any other rights and remedies provided by law or under this agreement.

- e. **Obligation/Liability of Parties:** Termination or modification of this Agreement pursuant to subsections a, b, c, or d above shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination or modification.

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. Each party, by signature below of its authorized representatives, hereby acknowledges that it has read this Agreement, understands it and agrees to be bound by its terms and conditions. Each person signing this Agreement represents and warrants to have the authority to execute this agreement.

JACKSON COUNTY

CITY OF ASHLAND

Danny Jordan, County Administrator

Sabrina Cotta, Interim City Manager

Date: _____

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY:

Sr. Assistant Jackson County Counsel
Date: _____