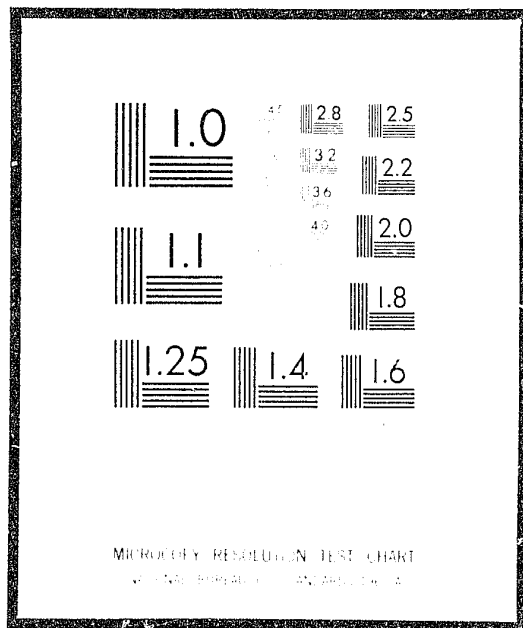


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## CONTRACTING FOR JAIL SERVICES IN OREGON

Alternative Approaches:  
Survey and Case Studies,  
1975

31162

Bureau of Governmental Research  
and Service, University of Oregon  
*in cooperation with*  
League of Oregon Cities

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CONTRACTING FOR JAIL SERVICES IN OREGON —  
ALTERNATIVE APPROACHES — SURVEY AND CASE STUDIES,

1975

Prepared by

BUREAU OF GOVERNMENTAL RESEARCH AND SERVICE  
University of Oregon

in cooperation with the

LEAGUE OF OREGON CITIES

October 1975

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## FOREWORD

Oregon city and county governments cooperate in the administration of several local government services. One type of cooperation in most counties is the use of county jails or correctional facilities to lodge city prisoners. Many small cities have met part or all of their custody needs by using the county facilities and the arrangement is becoming increasingly popular in both small and larger cities with increased public interest in the reform of corrections programs.

The costs involved in providing adequate facilities and modern rehabilitation programs are leading more cities to contract for their detention needs instead of attempting to maintain local programs and facilities.

This report describes Oregon practices and suggests factors for small cities to consider in developing their local policies and programs. Peter Wall, Bureau research assistant, did most of the work on this study including all field work, design and analysis of the questionnaire, and other research. Stephen Bauer, League of Oregon Cities senior staff associate, was overall project director and Kenneth C. Tolenaar, Bureau Director, was responsible for day to day supervision. The Bureau and the League wish to thank the many city and county officials, as well as staff members of the Oregon Law Enforcement Council, who contributed information and advice during the course of this project.

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## CONTRACTING FOR JAIL SERVICES

### I. STANDARDS AND GUIDELINES FOR LOCAL CORRECTIONS FACILITIES AND LOCKUPS

A leading reference work on municipal police functions states, "The end objective of the jailing process and its relation to the administration of criminal justice remains ambiguous despite the historical evolution of its role."<sup>1</sup> Existing policies and practices in the field of corrections reflect a mixture of competing or conflicting goals, including the goals of social protection, punishment and rehabilitation.

The Oregon constitution requires that "laws for the punishment of crime shall be founded on the principles of reformation, and not of vindictive justice,"<sup>2</sup> although those seeking reform of the criminal justice system may maintain that the rehabilitative mandate has often been honored more in the breach than in the observance. Nevertheless, Oregon has in recent years been a leader in promoting corrections reform. Some of the reform activity has been aimed at state government correctional programs and agencies, and some at cities and counties.

The specific emphasis of this report is on the response of small Oregon cities to new requirements and recommendations seeking to improve local facilities and programs in the field of detention and correction. City responsibilities in this field are considerably lighter than those of counties and state agencies, because cities typically detain prisoners for only a brief time while counties take custody of persons for longer term misdemeanor sentences and the state prison system handles persons convicted of felonies.<sup>3</sup> Nevertheless, cities have responded positively to changing public demands and expectations in the field of criminal justice, including detention and corrections programs.

1. Donald E. Clark, "Jail Management," in International City Management Association, Municipal Police Administration, (Washington, 1971), p. 287.
2. Article I, Section 15.
3. Data compiled for corrections feasibility studies by the Oregon Corrections Division in 1972 indicated that the average length of stay in city jails prior to conviction and sentencing is well under three days. Many persons are taken into city custody for detoxification purposes and released as soon as possible. Many others are released upon arraignment, either on posting of security or upon personal recognizance. Persons alleged to have committed more serious misdemeanors will most likely be charged under the state criminal code rather than a city ordinance and will, therefore, be tried in a state court and if convicted sentenced to a county jail. Trial of serious misdemeanors in municipal court and sentencing to city jails is quite rare.

## Recent State Legislation

A most significant milestone in Oregon corrections history was enactment of Chapter 740, Oregon Laws of 1973 (the Oregon Jail Standards Act), now codified in ORS 169.005 to 169.540. The key section of this legislation sets forth ten mandatory standards for local correctional facilities:

### 169.075 Standards for local correctional facilities. Each local correctional facility shall:

- (1) Maintain 24-hour supervision when persons are confined; such supervision may include the use of electronic monitoring equipment when approved by the Corrections Division and the governing body of the area in which the facility is located.
- (2) Make a personal inspection of each person confined at least each hour.
- (3) Have a female supervisor present when a female prisoner requires a search or at any time during confinement that a female prisoner's cell needs to be entered.
- (4) Prohibit firearms from the security area of the facility except in times of emergency as determined by the administrator of the local correctional facility.
- (5) Serve three meals a day to the prisoners at reasonable intervals and within the local correctional facility.
- (6) Not administer any physical punishment to any prisoner at any time.
- (7) Forward, without examination or censorship, each prisoner's written communications with the Governor, jail administrator, Attorney General, judge or his own attorney.
- (8) Provide rules and regulations of the facility governing correspondence, visiting privileges and disciplinary rules and regulations governing his behavior to each prisoner.
- (9) Keep the facility safe and secure in accordance with Uniform Building Code of the International Conference of Builders.

- (10) Formulate and publish plans to meet emergencies involving escape, riots, assaults, fires, rebellions and other types of emergencies; and policies and regulations for the operation of the facility.  
(1973 c. 740 sec. 3)

The language of the statute appears to limit application of the minimum requirements to "local correctional facilities." ORS 169.005 defines "local correctional facilities" and distinguishes them from "lockups" as follows:

- (1) "Local correctional facility" means a jail or prison for the reception and confinement of inmates that is provided, maintained and operated by a county or city.
- (2) "Lockup" means a facility for the temporary detention of arrested persons or inmates.

The distinction between the two types of facilities has been made somewhat more specific by administrative determinations of the Corrections Division and the Law Enforcement Council to the effect that "lockups" should not be used for detention for more than 48 hours, excluding weekends or holidays.<sup>4</sup>

Despite the language of the statute, there is evidence both in the legislative history of ORS 169.075 and in the current interpretation of the statute by the Corrections Division and the local government organizations which have participated in the development of both legislative and administrative policies that the minimum standards were intended to apply to lockups as well as to correctional facilities. The Division has inspected and reported on lockups as well as correctional facilities, and the League of Oregon Cities and Association of Oregon Counties supported a legislative proposal in the 1975 session that would have amended ORS 169.075 to apply specifically to lockups.<sup>5</sup>

Assuming statutory standards do in fact apply to lockups, some of them have had a definite financial impact on small cities, especially the state requirements for 24-hour supervision, hourly personal inspection, female supervision and meal service "within" the facility. The personnel and facility requirements to meet these requirements are beyond the capabilities of many small cities which may have fewer total employees than the number needed to meet just the 24-hour supervision standard.

4. See, Oregon Corrections Division, Jail Standards and Guidelines for Operation of Local Correctional Facilities (1973) p. 61 and Oregon Law Enforcement Council, 1980 Proposed Standards and Goals, Draft No. 3 (1974), p. 30.

5. SB 890, page 3 line 28. The printed bill incorrectly failed to show the new words "and lockup" in bold face type.

The Jail Standards Act also gave the state Corrections Division certain supervisory and technical assistance functions with respect to local corrections. The Division was required to supervise enforcement of the ten mandatory standards, and was also directed to provide technical assistance and advice to local governments in carrying on their corrections programs. The Division maintains an inspection program and may institute action to enforce compliance by cities.

#### Corrections Division Guidelines

Included in the technical assistance role was a requirement that the Division publish and distribute a manual of recommended guidelines for the operation of both local correctional facilities and lockups. This manual was developed by a jail standards committee consisting of elected administrative officials, law enforcement and social service professionals and citizens groups. The manual includes guidelines for operation of both lockups and local correctional facilities covering a variety of subjects, including corrections and detention personnel, operating procedures (including recommendations for segregation of various categories of prisoners) and facility construction standards.

#### OLEC Standards and Goals

The Oregon Law Enforcement Council, established in 1969 as part of Oregon's response to the Safe Streets Act, has also developed suggestions for local correctional facilities and lockups as part of Draft No. 3 of its 1980 Standards and Goals, published in 1974. For the most part, the OLEC recommendations do not conflict with those of the Corrections Division, but they deal primarily with alternatives to incarceration, such as pretrial release, probation and parole, comprehensive planning of correctional facilities and programs, rehabilitation programs, and realignment of governmental responsibilities for corrections.

Except as they involve the ten requirements of ORS 169.075, the guidelines for local correctional facilities and lockups which have been promulgated by the Corrections Division and the Law Enforcement Council are not mandatory. They do, however, reflect a first attempt at defining what public expectation and professional judgment feel local detention facilities should conform to over a period of time. The problems encountered by small cities and counties in attempting to meet the statutory standards as well as their goals are obvious. Accordingly, small governmental units have turned in increasing numbers to alternatives that will provide needed service levels at the most

economical cost. These alternatives have included closing existing facilities and contracting for detention services, maintaining only a temporary lockup and using the counties' long term correctional facility and joint operation of a common detention facility. Each of these approaches will be discussed in the following pages.

## II. LEGAL ASPECTS OF CITY-COUNTY JAIL CONTRACTS

### State Requirements

Oregon, with its strong commitment to local government autonomy and home rule, has not in most cases required by statute the provision of specific municipal services by cities. However, ORS 169.030 requires that each city, either directly or through arrangements with other agencies, provide a local correctional facility. As indicated in the previous chapter, other provisions of ORS Chapter 169 impose standards to which local correctional facilities must conform.

### Charter and Ordinance Requirements

Cities under home rule charters may, in the exercise of the police power, enact ordinances which require imprisonment for violations of the ordinances, and most city charters, either specifically or in general terms, authorize a city to maintain a jail. Besides charter provisions, there may be city ordinances which pertain to the operation and maintenance of city jail facilities. Typical of such ordinances would be provisions authorizing the police chief to assign prisoners to work details, regulating the conduct of prisoners or persons visiting the jail, etc.

### Contracting

Once the city has decided that an agreement with another public body is the desired means of providing a jail facility, it will need to consider whether such an agreement should be put into the form of a written contract, and if so, what terms should be included in the contract. Many Oregon cities lodge city prisoners in the county jail under informal, unwritten agreements under which the daily charge for lodging and perhaps a few other conditions are mutually understood. The complexity of an arrangement would, however, suggest there are advantages in entering into a written contract.

Specific statutory authorization for entering into agreements concerning local correctional facilities is contained in ORS 169.030:

Every county and city in this state shall provide, keep and maintain within or without the county or city, as the case may be, a local correctional facility for the reception and confinement of prisoners committed thereto. The local correctional facility shall be constructed of



fireproof materials and should have fire exits in sufficient number and suitably located for the removal of prisoners. Any county, or incorporated city may rent or lease any structure answering the requirements of this section, either in connection with or separately from any other county or city building. Any county and any incorporated city may, by agreement, provide, maintain, and use for their separate requirements, such a local correctional facility as is required by this section.

This statute does not attach any specific requirements for the contents of the contract and, therefore, leaves the terms up to the public bodies involved.

In arriving at the terms to include in the contract, a city will want to consider as a minimum the services it desires, the payment for the services, the liabilities involved and the duration of the agreement. The material in the following pages discusses some of these and other terms.

One important contract term will be the specification of services to be provided. Almost all existing city-county jail service contracts in Oregon presently provide only for "housing and food," or "board and lodging," and a few also provide for medical or dental services. None of the contracts examined refers specifically to such additional services as work release, counseling or educational programs, although as indicated in some of the case studies in Chapter 3, city prisoners are receiving these services while lodged in some county jails.

Related to the question of services to be provided is the question of jurisdiction. ORS 169.320 states that the "county sheriff shall have custody and control of all persons legally committed or confined in the county local correctional facility." This is probably sufficient to vest the requisite jurisdiction in the county, but contracting cities and counties may also wish to fortify that relationship by including a specific contract term such as the one in Lincoln County contracts:

"...it is further agreed that the Sheriff shall have the same powers over all City of \_\_\_\_\_ prisoners that is allowed by Oregon State Law for County prisoners."

Most contract terms covering payment for service received can be quite simple, stipulating a certain amount per day of confinement. Many city-county contracts require payment of the full per diem for partial days, recognizing that a substantial part of the cost of providing the service is involved in personal time involved in booking and releasing

prisoners. Any extra costs to be billed the city (such as medical or transportation charges) should also be stipulated in the contract.

Perhaps the most important terms of the agreement are those which relate to liability in case of suit. Under the Oregon Tort Claims Act (OTCA), "Every public body is liable for its torts and those of its officers, employes and agents acting within the scope of their employment or duties..."<sup>6</sup> The OTCA also required that a public body defend and indemnify any officer or employe who is held liable for a tort committed within the scope of his employment.<sup>7</sup> There are a number of torts which could occur in the operation of jail facilities and could place liability on the public body and its officers which operate the facilities. Some of these might include incidents such as injury to a prisoner by some act of an employe, injury of a prisoner by another prisoner who had not been adequately supervised by those in charge, injury from some dangerous condition within the facilities or a claim of a denial of civil rights under the U.S. Civil Rights Act.<sup>8</sup>

If any torts were to occur, a suit would probably be brought against the public body which maintained the facility and/or the employes who were responsible. Such a suit would require the body to defend itself and the employe involved, and if lost, it would require the body to pay damages awarded against itself and to reimburse (indemnify) the employe for any payment he was required to make. Since under most agreements the city will exercise no control over the operation of the jail facility, the county should be considered an independent contractor in its relationship with the city. Under this relationship the city has no liability for acts which occur in the operation of the jail facility.

Nevertheless, there is always a possibility of court action, and the terms of the contract should make clear which public body will have the responsibility of defending a suit against an employe and reimbursement of that employe for loss. The terms might also specify that the city has no right of control over the operation of the jail facility. It may also be desirable to include a clause whereby the county agrees to reimburse the city if the city should be held liable for any acts of the county or its employes, and a similar term whereby the city agrees to reimburse the county if the county is held liable for any acts of the city or its employes under the contract. These two terms taken together will make the city and county liable for their own acts or those of their own employes.

6. ORS 30.265(1).

7. ORS 30.285(1). This had been discretionary, but the 1975 legislature made it mandatory. See 1975 Oregon Laws, Chapter 609, sec. 16.

8. Oregon Laws 1975, Chapter 609, sec. 12 added civil rights violations to the coverage of the OTCA.

The duration of the agreement is a matter for contract determination. The length of time the contract will be in effect is entirely a choice of the parties. The parties may wish it to be effective for a year or more and possible for an indefinite period. It is probably wise to include a "right to terminate upon notice" clause in the contract. Such a clause usually provides for termination upon 30 days' written notice by either party to the contract. However, the time required to give notice is a matter which can be set so that it serves the convenience of the parties. Some termination clauses set a specified month each year when the parties may give notice if they do not want to continue the arrangement (e.g., if a party does not wish to continue the contract, he shall so notify, in writing, the other party on or before December 31 of any year that the contract is in effect). Most parties prefer the continuing termination clause since problems may arise at any time and termination may be the only possible resolution of them.

Payment of medical expenses is another item which the parties should consider for inclusion in the contract. ORS 169.140 and 169.150 require that an agency having custody of a prisoner must pay his medical expenses, including care in a hospital. Since under a contract the county will have custody of the prisoners, unless otherwise specified, it will be liable for the medical expenses. Most agreements for jail services provide, however, that the city will bear the cost of medical expenses, and if the county desires this arrangement, it should be included in the agreement.

If the city has any employes whose jobs will be affected by the agreement, the provisions of ORS 236.610 to 236.650 should be examined. This statute relates to the right of employes to transfer to the governmental unit which has taken over the function that they performed. These statutory provisions should be viewed as establishing general guidelines to follow in dealing with employe rights, and ORS 236.650 states that they shall be liberally construed.

### III. THE OREGON EXPERIENCE WITH JAIL SERVICE CONTRACTING

#### Results of Questionnaire Survey

The Bureau circulated a questionnaire on county jail contracting to all county sheriffs in the spring of 1975. Completed questionnaires were received from 30 of Oregon's 36 counties with 28 reporting that city prisoners were lodged in the county jail facility. One county which returned a questionnaire reported that the present jail facility was not adequate for accepting city prisoners but planning was underway for a new facility with the intention of accepting city prisoners. Of the counties that did not return a questionnaire, five contract with another jurisdiction for their own prisoner lodging.

The counties that accept city prisoners do so for a total of 128 cities. Thirteen counties accept prisoners from all cities in the county. Many of the cities not listed as lodging prisoners are very small communities which have little need for prisoner lodging. Some counties indicated that they also lodge prisoners from other counties as well as the state and federal governments.

The arrangements for providing prisoner lodging are varied and in some counties more than one type of arrangement is used. Fourteen counties reported that they provide prisoner lodging under a formal written contract, seventeen reported providing some or all jail service under unwritten agreements and four provide prisoner lodging as part of an overall police services contract.

The rates charged for prisoner lodging vary widely. Most contracting arrangements provide for a per diem charge for prisoner lodging. Hood River County and the city of Hood River, and Harney County and the city of Burns are under a joint agreement with the county operating the facility and the city contributing a share of the total jail operating budget. Multnomah County and the city of Portland have consolidated their court systems and the county operates the jails with no per diem charge to the city of Portland. However, Multnomah County provides prisoner lodging to some smaller cities in the county under a per diem charge. Two counties, Curry and Morrow, do not charge cities for prisoner lodging.

The range of charges among counties using the daily rate method was reported to be from \$1.00 per day to \$16.50 per day. Twenty-five counties use this method with one county charging one rate to some cities and a different rate to others, making a total of 26 rates. The median charge was \$7.50 per day and the mean was \$8.47. Sixteen charges were below \$10.00 per day and ten were above.

Information regarding the specific expenses considered in determining the charge for lodging prisoners was requested on the questionnaire. Expenses listed were administration, personnel, maintenance, utilities, equipment, food, laundry, medical and transportation. Twenty-five counties were able to respond to this question and all listed food as a considered expense, 20 considered laundry, 17 considered personnel, maintenance and utilities, 15 considered equipment, 14 administration, seven considered medical and one considered transportation expenses. Because of different methods applied in costing the various expenses, information on what percentage of costs was being met by the daily rate was not requested on the questionnaire, although several counties indicated that their actual prisoner costs per day were above what was being charged to the cities.

In most cases, medical costs incurred on behalf of individual city prisoners are billed to the sentencing city. Twenty-two counties reported that all medical costs are charged to the city, three indicated there was no charge for medical service and one reported that medical care which occurs at the jail facility is not charged to the city but any treatment conducted outside the facility is billed back to the responsible city.

Generally, cities are responsible for transporting their prisoners from the city to the county jail facility. All counties replied that cities have this responsibility, but 12 indicated that counties may transport in some instances - for example, when a sheriff's deputy is on patrol in the vicinity of the city. Marion County is the only county with a regular county transportation program for city prisoners and none of the counties that transport city prisoners charge for this service.

Table 1  
COUNTY CONTRACT JAIL SERVICES IN OREGON, 1975

County	Accepts Prisoners	From What Jurisdiction	Type of Agreement	Charges <sup>1</sup>	Expense Factors in Charge	Additional Charges	Transporting
Baker	Yes	Baker (women only)	Unwritten	\$ 6.00/day	All except medical	Medical	City
Benton	Yes	All cities	Written contract <sup>2</sup>	10.00/day	All	None	City or County <sup>3</sup>
Clackamas	Yes	All cities and women prisoners from Wash. County	Written contract	8.25/day	Food Laundry Maint.	Medical	City
Clatsop	Yes	Cannon Beach Gearhart Hammond Seaside Warrenton	Unwritten	8.50/day	All except medical and transportation	Medical; Transportation	City or county <sup>3</sup>
Columbia	Yes	All cities	Written contract	14.50/day	All except medical, transp.	Medical	City
Coos	No	--	--	--	--	--	--
Curry	Yes	Gold Beach Port Orford	Unwritten	--	--	Medical	City or county <sup>3</sup>
Deschutes	Yes	Bend Redmond Sisters	Unwritten	5.00/day	Food Laundry	Medical	City or County <sup>3</sup>
Douglas	Yes	All cities	Unwritten	3.00/day	Food Laundry	Medical	City
Gilliam <sup>4</sup>							
Grant	Yes	John Day Prairie City Canyon City	Unwritten	5.00/day	Food	Medical	City
Harney	Yes	Burns, Hines	--	15.00/day	--	Medical	City or County
Hood River	Yes	Hood River	Written contract	One-third of operating exp.	All except medical and food	Medical; Food	City
Jackson	Yes	All cities	Written contract	5.00/day	Food	Medical	City or County <sup>3</sup>
Josephine	Yes	Cave Jct. Grants Pass	Written contract	10.00/day	Maint., Utilities, Equipment, Food and Laundry	Medical	City
Leke	Yes	Lekeview	Unwritten	15.00/day	All except medical <sup>5</sup>	Medical	City

1. Charges are those in effect during 1974-75. Some changes may have been made for 1975-76.  
2. Part of overall police service contract.  
3. No charge indicated.

4. Gilliam Co. prisoners boarded in Wasco Co. jail.  
5. Only Leke, Lane and Malheur counties indicated including administrative expense.

County	Accepts Prisoners	From What Jurisdictions	Type of Agreement	Charges <sup>1</sup>	Expense Factors in Charge	Additional Charges	Transporting
Lane	Yes	Eugene	Written contract	\$10.75/day	All except outside med. <sup>2</sup>	Med. care outside of jail	City
		Springfield	Unwritten	10.75/day	--	--	--
		Oakridge Florence Jct. City	Unwritten	7.50/day	--	--	--
Lincoln	Yes	Newport Toledo Linc. City	Written contract	15.00/day	All except medical	Medical	City or County <sup>3</sup>
Linn	Yes	Albany Lebanon Scio Mill City Brownsville Sweet Home Harrisburg Halsey	Some written; some un-written	10.00/day	All except medical	Medical	City or County <sup>3</sup>
Malheur	Yes	Ontario Vale Nyssa Union Co. Grant Co.	Unwritten	4.65/day	All except medical	Medical	City
Marion	Yes	Salem Stayton Aurora Silverton Donald Mt. Angel Woodburn Jefferson St. Paul Gervais Hubbard Aumsville	Written contract or un-written agreement	6.50/day	All except medical	Medical	City or County <sup>3</sup>
Morrow	Yes (lock-up)	Heppner	Unwritten	--	--	--	--
Multnomah	Yes	Gresham Troutdale	Unwritten	1.00/day	--	--	City
Polk	Yes	--	Written	--	--	Medical	City
Tillamook	Yes	Tillamook Garibaldi Rockaway	Unwritten	4.00/day	Personnel, Food	Medical	City
Umatilla	Yes	Fondloton Athens Weston Pilot Rock Morrow Co. Wallowa Co. Union Co.	Some written; some un-written	15.00/day	Personnel, Maintenance, Food and Laundry	Medical	City or County

1. Charges reported are those in effect during 1974-75. Some changes may have been made for 1975-76.
2. Only Lake, Lane and Malheur counties indicated that administrative expense is included in determining charges.
3. No charge indicated.

County	Accepts Prisoners	From What Jurisdictions	Type of Agreement	Charges <sup>1</sup>	Expense Factors in Charge	Additional Charges	Transporting
Wallowa	Yes	Joseph Enterprise Wallowa	Unwritten	\$ 5.50/day	Food, Laundry and Medical	--	City
Wasco	Yes	The Dalles Sherman Co. Gilliam Co. Wheeler Co.	Unwritten	7.50/day	All	--	City
Washington	Yes	Hillsboro Beaverton Forest Grove Tigard Cornelius North Plains King City Tualatin	Written contract	16.50/day	All except medical	Medical	City
Yamhill	Yes	All cities	Written contract	5.00/day	All except medical	Medical	City or County

1. Charges reported are those in effect during 1974-75. Some changes may have been made for 1975-76.

## Case Studies

### Yamhill County

Yamhill County provides jail services to all incorporated cities in the county under formal written contracts at a charge of \$5.00 per day.<sup>9</sup> The county also boards female prisoners from Washington County at a charge of \$10.00 per day.

The only change in the contract form since the inception of the county program in 1967 has been a price increase from \$2.00 to \$5.00 per day several years ago. The contract runs on a year-to-year basis with a termination clause requiring a ten-day notice of intent to terminate. Under the terms of the agreement, each jurisdiction must pay all medical expenses incurred on behalf of their prisoners. A responsibility clause is included in the contract which requires the city to protect and hold harmless the county from claims arising from services rendered to the city but holds the county responsible for acts done outside the scope of the ordinary duties in the handling and care of prisoners.

The \$5.00 charge to cities does not cover the total cost of prisoner lodging, but the county has intentionally built in a subsidy factor in recognition that city residents also support the county jail through property taxation.

The Yamhill County jail meets all of Oregon's minimum statutory jail standards. The county offers a variety of programs for prisoners, including a GED program through Chemeketa Community College, alcohol related counseling and work release. During the first five months of 1975 there have been 22 people on work release through the Yamhill County jail.

Each city is responsible for transporting its own prisoners to the county jail facility. All cities that contract are located within a 20-mile radius of the county seat.

### YAMHILL COUNTY-DAYTON CONTRACT

THIS AGREEMENT, made and entered into this 1st day of July 1967 by and between YAMHILL COUNTY, OREGON, a political subdivision of the State of Oregon, hereinafter called the FIRST PARTY, and the City of DAYTON, a municipal corporation of the State of Oregon, hereinafter called the SECOND PARTY.

<sup>9</sup>. Charges reported in these case studies are for fiscal year 1974-75 except as specifically noted in the text.

WITNESSETH:

That Second Party, being without present adequate facilities for the keeping of prisoners charged with municipal violations, desires to lodge such prisoners in the county jail maintained by First Party for the fiscal year beginning July 1, 1967 and ending June 30, 1968, and that First Party, finding that it presently has facilities to do so, will undertake to so house such prisoners upon the terms and conditions hereinafter recited.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN CONTAINED AND THE SUM OF ONE DOLLAR PAID BY SECOND PARTY TO FIRST PARTY, IT IS MUTUALLY AGREED AS FOLLOWS:

First Party will provide housing and food for prisoners of Second Party during the fiscal year beginning July 1, 1967 and ending June 30, 1968, for the charge of \$5.00 per day per prisoner. Provided, however, that a \$5.00 charge shall be made per prisoner for the first 24 hours in which he is imprisoned by the First Party, or for any portion thereof; and provided further that the prisoner's final day of imprisonment will be construed to be a day only in the event the said prisoner has been furnished two consecutive meals on that day by the First Party.

Second Party covenants and agrees as follows:

1. To promptly pay First Party for all services rendered hereunder, such payments to be made on or before the 10th day of the month following the month in which said service is rendered. First Party shall bill Second Party monthly for such services.

2. To protect and hold harmless the First Party and its officers and agents from all claims which might arise against the First Party, its officers or agents by reason of any services rendered to Second Party hereunder; provided, however, Second Party shall not be responsible for acts of the First Party, its officers and agents, done willfully or intentionally outside the scope of the ordinary duties in the handling and care of prisoners.

3. To pay all medical expenses which might accrue during the time any such prisoner is in the custody of the Yamhill County jail; provided First Party shall notify the City Police Department, either orally or in writing, that such prisoner requires or claims to require medical or hospital services in order to give the Second Party an opportunity to arrange for such medical or hospital treatment.

4. To promptly present its prisoners to its appropriate court for arraignment, and will promptly take such prisoners from the jail for first party for discharge.

It is specifically understood and agreed by and between the parties hereto that a person so held in the jail belonging to First Party shall be deemed to be in fact the prisoner of Second Party, but that Second Party does hereby irrevocably designate First Party as its agent for the supervision and control of such prisoners who shall be under the discipline and supervision of First Party. First Party, its officers and agents, shall use such physical restraint of said prisoners as may be necessary in the usual discipline and supervision of the prisoners, but First Party, its officers and agents, shall be solely responsible for any undue intentional or willful mishandling of said prisoners outside of its regular scope of duties.

It is further agreed that First Party shall render to Second Party a monthly statement on the first day of each month for the charges incurred in the month preceding; that this agreement is terminable by each of the parties hereto, giving the other ten (10) days' notice, directed to the County Clerk of First Party if notice is given to First Party and the Recorder of Second Party if notice is given to second party.

IN WITNESS WHEREOF this instrument has been executed, in duplicate, pursuant to resolutions heretofore duly and legally adopted by each of the parties signatory hereto.

Marion County

Marion County provides jail services to 13 cities in the county under both written and unwritten agreements.

The City of Mt. Angel is an example of an unwritten agreement arrangement, and all other cities in the county that are provided jail services under an unwritten agreement are subject to the same terms as Mt. Angel. Mt. Angel has a population of 1,900 and is located approximately 20 miles northeast of Salem. The city began contracting with the county primarily because the city's facility did not comply with fire codes.

Mt. Angel is charged \$6.50 per day for lodging prisoners, and with the exception of increases in the daily rate no other changes in the arrangement have occurred since contracting began. The county's actual costs for lodging a prisoner exceeds \$6.50, but the county has decided not to charge cities the full cost of prisoner lodging in recognition of the fact that city residents pay taxes to help support the county jail.

Cities that are provided prisoner lodging under an unwritten agreement are billed monthly for prisoners lodged in the Marion County jail. Medical expenses incurred on behalf of individual city prisoners are billed back to the respective cities. The county issues no regular reports to cities on jail operations or individual prisoners. If something out of the ordinary should happen to an individual prisoner such as a severe injury, a special report may be sent.

The city of Turner receives jail services from Marion County under a formal written contract. Turner has a population of 925 and is located approximately eight miles southeast of Salem. The provisions of the written contract are essentially the same as the terms of the unwritten agreements. The major difference is in the method of calculating and making payment to the county for jail services. Rather than using a per day charge for prisoner lodging, an annual charge is used. The charge is negotiated annually based on the previous year's prisoner days and is figured roughly at \$6.50 per day, the rate charged cities without formal contracts. When a total charge is arrived at, it will become the charge for the following year and will be paid in equal semi-annual payments. If prisoner days decline during that year, a lesser amount will be charged the following year and vice versa should prisoner days increase.

The Marion County jail meets all of Oregon's minimum statutory jail standards. There is currently some remodeling being done which will help increase security and will also provide more prisoner visitation space. There are various programs available for prisoners, including GED, work release and mental health counseling.

Marion County Transportation Program. — The problem of transporting prisoners from the cities to the county corrections facility was discussed at an informal meeting between the Marion County Sheriff and several police chiefs from Marion County in the winter of 1974. From this and subsequent meetings a program was developed for a transportation service to help solve this problem. The program was combined with several other corrections programs, including work release and parole and probation services, and is presently funded under an LEAA grant. It was also expanded to include a tri-county district including Polk, Yamhill and Marion counties, although the transportation program portion of the grant is primarily operated in Marion County.

Under the transportation program, the county has hired two transportation officers to pick up and deliver prisoners to the county jail facility at no charge to the cities. The program does not offer full-time transportation coverage but does operate 16 hours per day, five days per week with eight hours coverage on weekends. The officers are scheduled to be on duty during the periods of the day when transportation activity is greatest. The transportation program has not entirely

eliminated the need for city holding facilities and Mt. Angel, for example, is planning to remodel its old jail facility for use as a temporary facility while city officers are processing the offender and until the county transportation service is available.

## MARION COUNTY-TURNER AGREEMENT FOR JAIL SERVICES

This Agreement made and entered into this 1st day of July, 1975, by and between the City of Turner, Oregon, hereinafter called "City" and Marion County, Oregon, hereinafter called "County";

WITNESSETH:

WHEREAS, City lacks the personnel and facilities to insure the safe-keeping or to provide the necessary care and subsistence of persons held in custody to answer to a criminal charge in the Municipal Court of said City; and

WHEREAS, pursuant to ORS Chapter 190, County and City are authorized to enter into cooperative agreements;

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

### A. Things to Be Done by County:

1. County, at the request of City, will lodge in the County Jail persons arrested and held to answer to a criminal charge in the City's Municipal Court.
2. County will make no charge to City for any prisoner lodged by City to answer a criminal charge in any Court other than City Municipal Court.

### B. Things to Be Done by City:

1. City agrees to pay to the County for the services provided in items 1 and 2 of "A" above \$440.00 per year, to be paid one-half August 1, 1975 and one-half January 1, 1976.
2. City is responsible for the production and appearance of any prisoner lodged in the County Jail under this Agreement before the proper Court as required by law.



3. County will see that medical treatment, which in County's judgment is necessary, will be provided for persons held at City's request.

City shall bear and be responsible for all medical expenses incurred by County for treatment of prisoners lodged with the County at City's request. Such expenses shall include, but are not limited to, expenses for doctors, medicine, hospitalization, surgical or dental treatment.

C. General Agreements:

1. City agrees to indemnify, hold harmless and defend County, its officers, agents and employes from any claim, suit or action whatsoever arising from the lodging of City's prisoners in the County Jail, including false arrest, false imprisonment, and unlawful search, to the extent of the City's liability insurance in the amounts of \$100,000 to \$300,000, except where such claim, suit, or action arises solely out of the negligent operations or actions of the County.
2. The terms of this Agreement shall be from July 1, 1975, to June 30, 1976.
3. This Agreement may be terminated at any time upon the giving of 30 days' written notice by either party to the other party.
4. City shall pass an Ordinance or Resolution, as the case may be, authorizing the Mayor and Recorder to enter into this agreement on behalf of City, and the same shall be made a part hereof and attached hereto.

Lincoln County

Lincoln County provides jail services to the cities of Lincoln City, Newport and Toledo under a formal written contract at a charge of \$15.00 per day as of July 1, 1975. The previous charge had been \$6.00 per day but was increased to more closely match the actual cost per day of lodging a prisoner.

Lincoln City has been contracting with Lincoln County for several years for jail services. The facility operated by the city prior to the contracting agreement was antiquated and unsafe, which was the main determinant in the decision to contract for jail services. With the exception

of rate increases, the contract has not been changed since the agreement. Under the contract, the city pays any medical cost incurred on behalf of their individual prisoners. The city is also required to defend the county in any lawsuit brought about as a result of incarceration of a city prisoner in the county jail. A clause contained in the Lincoln County agreement stipulates that should a city prisoner become incorrigible, the sheriff or person in charge of the county jail may cause the city chief of police to remove the prisoner from the county jail. This clause has not been used to date. The contract contains a termination clause with no requirement for a notice of termination but stipulates that if terminated, the city shall have two days to remove city prisoners from the county jail.

The cost to the county of lodging a prisoner in the Lincoln County jail is calculated at \$18.32 per day. This is determined by dividing the number of prisoner days into the total operating budget for the jail. During the 1974 calendar year, the county received \$1,938.00 in prisoner board income. In each of the past few years, Lincoln City has paid less than \$500.00 per year for prisoner lodging, but this may be subject to increases at the new daily lodging rate.

Lincoln City currently has plans to remodel its police station and other public safety offices, including the jail. If the plans are realized, a small, four-cell jail facility will be included in the building for use as a short term holding facility.

The county jail facility meets all of Oregon's jail standards. Recently, some minor remodeling has been accomplished and equipment installed, including a smoke detector system and a T.V. monitoring system. The county has available a GED program through the use of volunteers. Each city is responsible for transporting its prisoners from the city to the county jail facility. At times, the sheriff's office may transport a prisoner if an officer is in the vicinity of the city and about to return to the sheriff's office. This is done only on occasion and as a courtesy only, with no charge to the city.

Both county and city officials indicated that the contracting arrangement was working well. City officials felt the charge of \$15.00 per day for lodging prisoners was high. Arranging for prisoner transportation was also considered a problem. The time required to transport and book a city prisoner in the county jail facility is in excess of one hour, and in some occasions only one city officer is on duty. When situations such as this occur, an off-duty officer is called back to duty to provide adequate police coverage.



LINCOLN COUNTY JAIL SERVICES AGREEMENT

THIS AGREEMENT MADE AND ENTERED INTO THIS \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ by and between the County of Lincoln, a political subdivision of the State of Oregon, hereinafter referred to as the County and the City of \_\_\_\_\_, a duly organized municipality within the County of Lincoln, State of Oregon;

WHEREAS, the City of \_\_\_\_\_ has asked permission to board some City prisoners in the County Jail due to the lack of facilities on the part of the City, and

WHEREAS, the County has sufficient facilities to provide space for City prisoners of the City of \_\_\_\_\_, and

WHEREAS, it is the desire of the parties to have this agreement in writing,

NOW THEREFORE, WITNESSETH THIS AGREEMENT:

The County agrees to board any committed prisoners of the City of \_\_\_\_\_, Oregon, in the County Jail upon the following conditions, stipulations, and for payment at the rates hereinafter provided;

The City of \_\_\_\_\_, Oregon, agrees to pay the Lincoln County, Oregon, for any committed City of \_\_\_\_\_ prisoners at the following rates: For female prisoners at the rate of \$15.00 per day or any fraction thereof. For male prisoners at the rate of \$15.00 per day or any fraction thereof. It is expressly understood, agreed and provided that the City of \_\_\_\_\_, Oregon, will pay for all medical needs for any City of \_\_\_\_\_ prisoner, and in the event the person or County employee in charge of the City of \_\_\_\_\_ prisoner deems it necessary to call medical attention for any City of \_\_\_\_\_ prisoner, the City of \_\_\_\_\_, Oregon, agrees to pay for all medical needs as charged by any medical doctor, dentist, or hospital, and if Lincoln County should pay for any medical service, including any medications, for any City of \_\_\_\_\_ prisoner, that the City of \_\_\_\_\_, Oregon will reimburse the County of Lincoln for all expenses so incurred.

IT IS FURTHER UNDERSTOOD, AGREED AND PROVIDED that any City of \_\_\_\_\_, Oregon prisoner can be held to labor in and about the Courthouse at Newport, Oregon, either as a trusty, or as a prisoner, and the City of \_\_\_\_\_, Oregon will be responsible, as between the City of \_\_\_\_\_ and Lincoln County, for any and all accidents

that happen while any City of \_\_\_\_\_ prisoner is held to labor in and about the Courthouse, or while committed to the custody of the Sheriff of Lincoln County or confined in the Lincoln County Jail.

IT IS FURTHER UNDERSTOOD, AGREED AND PROVIDED that no City of \_\_\_\_\_ prisoner will be brought to the Lincoln County Jail without a commitment signed by a Municipal Judge of the City of \_\_\_\_\_, or by a person holding the Powers of a Magistrate in said City of \_\_\_\_\_. (This does not apply to felonies. A City of \_\_\_\_\_ prisoner to be held to answer to a felony charge may be accepted by the Lincoln County Jail at any time without a commitment, with the provision that the arresting officer shall, at the earliest practicable time, take the prisoner before a Magistrate and obtain a commitment.)

IT IS FURTHER UNDERSTOOD, AGREED AND PROVIDED that should any City of \_\_\_\_\_ prisoner become incorrigible, the Sheriff or person in charge of the County Jail may cause the Chief of Police of the City of \_\_\_\_\_ to take the prisoner from the County Jail, back to the City of \_\_\_\_\_.

IT IS FURTHER UNDERSTOOD, AGREED AND PROVIDED THAT each and every prisoner committed from the City of \_\_\_\_\_ be allowed good time at the rate allowed by Oregon State Law for County Jail prisoners, and it is further agreed that the Sheriff shall have the same powers over all City of \_\_\_\_\_ prisoners that is allowed by Oregon State Law for County prisoners.

IT IS FURTHER UNDERSTOOD, AGREED AND PROVIDED that the City of \_\_\_\_\_, Oregon, if requested, will defend the Lincoln County Sheriff, or any person acting under the Sheriff in any Habeas Corpus proceeding brought with regard to any City of \_\_\_\_\_ prisoner committed to the Lincoln County Jail.

IT IS FURTHER UNDERSTOOD, AGREED AND PROVIDED that the City of \_\_\_\_\_, Oregon will defend and hold harmless Lincoln County, Oregon, it's officers, Lincoln County Sheriff, or any person acting under the Lincoln County Sheriff, for any damages and defend any lawsuit that might grow out of any false arrest, false imprisonment, or any other lawsuit against the County of Lincoln, it's Officers, the Lincoln County Sheriff, or any person acting under the Lincoln County Sheriff, brought about by any incarceration of any City of \_\_\_\_\_ prisoner pursuant to this agreement.

IT IS FURTHER UNDERSTOOD, AGREED AND PROVIDED THAT this agreement may be terminated at any time by either party, and should it be terminated the City of \_\_\_\_\_ shall have two days to return all City of \_\_\_\_\_ prisoners from the County Jail back to the City Jail.

IT IS FURTHER UNDERSTOOD, AGREED AND PROVIDED that this agreement may be amended at any time when the cost of providing the service increased or decreased substantially. Whenever the County increases its charges to the city, the City will be notified by the Sheriff at least thirty (30) days prior to the effective date of the change.

IT IS FURTHER UNDERSTOOD THAT THIS AGREEMENT is entered into pursuant to authority of ORS Chapter 169 and particularly ORS 169.030.

MADE AND ENTERED INTO AT \_\_\_\_\_, Oregon, this \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

#### Umatilla County

Umatilla County provides jail services to the cities of Pendleton, Pilot Rock, Athena and Weston, and Morrow, Union and Wallowa Counties at a charge of \$15.00 per day. The \$15.00 per day charge represents an increase from \$7.50 per day effective July 1, 1975. All of the jurisdictions except Pendleton lodge their prisoners under an unwritten agreement. Morrow, Union and Wallowa Counties began boarding their prisoners in the Umatilla County jail in 1975. Pilot Rock, Weston and Athena have been lodging prisoners in the jail since 1972 and Pendleton began contracting in 1971.

In addition to the daily charge for prisoner lodging, any medical costs incurred on behalf of prisoners from other jurisdictions are billed back. Rehabilitation programs available for prisoners held in the Umatilla County jail include GED and college courses through Blue Mountain Community College and a work release program operated by the state. At this time, the jail facility does not meet all of Oregon's jail standards. A committee is currently working with architects to determine whether to remodel or construct a new facility. The cities that contract with the county are all located within a 25-mile radius of Pendleton and transport their own prisoners. The other counties also transport their prisoners to the Umatilla County jail. Should a prisoner from another jurisdiction become injured or ill, a written report on the incident is sent. No other reports on jail operations or prisoners are issued to other jurisdictions unless some specific information is requested.

The Umatilla County Sheriff's office feels that its contracting experience has been successful, and reports no major complaints from the jurisdictions served. With the exception of rate increases, there have been no major changes in the contracting arrangements since their inception.

Pendleton Contract. — The city of Pendleton is the county seat of Umatilla County and has a population in excess of 14,000 in 1974. The city and county reached an agreement on contracting in 1971. Prior to that time the city operated its own jail. The city contacted the county to initiate a contracting arrangement. The major reason for the city's desire to contract was that the city jail had received unfavorable grand jury inspection reports. The city had determined that the costs would be less by utilizing joint facilities than by separate jail operations.

The contract between Pendleton and Umatilla County stipulates that an audit will be made at the end of each fiscal year to determine the net operating cost of the jail facility. The net operating cost is determined by calculating all expenses incurred in the operation of the jail minus amounts received from other jurisdictions for prisoner lodging and monies received from grants. The net operating cost thus calculated is divided by the total number of prisoner days to arrive at the cost per prisoner day. The city then pays its pro rata share to the county, subject to an annual minimum payment of \$6,000.00. Any major repair, remodeling, purchase of major equipment or construction of a new facility which exceeds \$2,000.00 in any fiscal year is exempted from the total expenses used to determine the net operating cost unless a written agreement is reached prior to the expenditure.

The city contract also has a stipulation that the county will not provide jail services to any other government agency at a price less than the actual per prisoner day charge figured by the above method. Under this formula, the city was charged \$8,493.66 in 1972-73, \$8,158.05 in 1973-74 and \$10,902.47 in 1974-75.

Pilot Rock Contract. — The city of Pilot Rock is located approximately 18 miles south of Pendleton and had an estimated population of 1,645 in 1974. Prior to agreement with the county, the city operated a small, two-cell jail but very seldom held anyone in the facility. It was determined that lodging prisoners in the county facility would be the most desirable option as there was not enough use of the facility to justify meeting Oregon's jail standards.

The city accumulated 43 prisoner days in 1972, 22 in 1973 and 15 in 1974. The city recently instituted a program to keep expenses for prisoner lodging down by releasing persons arrested for DUIIL if a relative or other person in the city will assume responsibility for the arrested individual. This has contributed to the decline in the number of persons sent to the county jail facility in the last two years.

The Pilot Rock recorder stated in an interview conducted for this project that lodging prisoners in the county jail facility was working

well. The \$15.00 daily charge was felt to be quite high but probably reasonable. One problem indicated was transportation to Pendleton, which takes over two hours on an average, including booking time. This leaves the city without police protection when transporting is necessary. The city plans to continue to lodge prisoners in the county jail facility and has no intention of operating its own facility again.

Athena Contract. — The city of Athena is located approximately 19 miles northeast of Pendleton and had an estimated population of 915 in 1974. Prior to 1972 the city operated its own jail, but like Pilot Rock the jail seldom held any prisoners. Prior to the agreement with the county, the city did not provide 24-hour supervision of prisoners and removed prisoners from the facility for meals served in restaurants. The small numbers of prisoners did not justify operation of the facility and the city contacted the county to arrange for prisoner lodging. The city did not have figures on the number of prisoners lodged in the county facility, but the city recorder stated in an interview that the number was less than six prisoner days in each of the past three years.

The Athena city recorder indicated that the agreement with the county for prisoner lodging was working well from the city's perspective. The city has no plans to utilize its own facility in the future. Athena has a close working relationship with the city of Weston, located four miles east of Athena. When one city's police officer is off duty or not available, the other city's officer will provide patrol services for both cities on a staggered basis. As a result, transporting prisoners to Pendleton does not present a major problem, according to the city recorder. The city still receives some patrol and the other officer can respond to an emergency should one occur while transporting a prisoner.

#### UMATILLA COUNTY-PENDLETON AGREEMENT

THIS AGREEMENT, made and entered into this 5th day of May, 1971, as of the \_\_\_\_ day of \_\_\_\_\_, 1971, by and between UMATILLA COUNTY, a political subdivision of the State of Oregon, hereinafter called the "County" and THE CITY OF PENDLETON, a municipal corporation located in Umatilla County, Oregon, hereinafter called the "City," WITNESSETH:

WHEREAS, the City maintains a police force and municipal court within its corporate boundaries, and, in the maintenance of law and order within the boundary of said City, is required from time to time to arrest and confine law violators as well as provide for a municipal court, and

WHEREAS, lack of space in City Hall makes it desirable for the City to make other arrangements for the handling of prisoners and the conduct of the business of the Municipal Court, and

WHEREAS, the County operates and maintains a county jail and provides facilities for courts of law within the corporate limits of said City, and

WHEREAS, the parties hereto desire to enter into an agreement to provide for the use by the City of the jail and court facilities now operated, maintained and provided by the County,

NOW, THEREFORE, in consideration of the premises and the mutual covenants and conditions hereinafter contained, the parties hereto agree as follows:

1. The County hereby agrees that the City may utilize the jail facilities operated and maintained by the County for the incarceration of City prisoners in the same manner and to the same extent that said facilities are available for the incarceration of County prisoners.

2. In consideration of the use of said jail facilities as hereinabove provided, the City hereby agrees to pay its pro-rata share of the net operating cost of the county jail. The net operating cost shall be determined by an audit to be made at the end of the fiscal year by the City Manager and a person to be designated by the County Court. In determining the net operating cost, the auditors shall include all expenses necessarily made in the operation of the county jail during the fiscal year. The sum so determined, less the amounts received by the County from the City, from charges for the care of prisoners from other cities, counties, states or federal agencies including any grants-in-aid expended or authorized to be expended for operation and maintenance of the jail, shall be the net operating cost.

No major repair, necessary remodeling, purchase of major items of equipment, or the erection of a new structure or structures which equal or exceed the sum of Two Thousand Dollars (\$2,000.00) in the aggregate in any fiscal year shall be included in the total expense used to determine the net operating cost unless prior to such expenditure there shall have been a written agreement reached by the parties as to the inclusion of such sum.

When the net operating cost has been determined, it shall be divided by the total number of prisoner days during the fiscal year to determine the cost per prisoner day. For the purposes of this contract, a "prisoner day" shall be any portion of a day, beginning at Midnight and extending to the following Midnight, that a prisoner is detained in the jail.

The City agrees to pay to the County the sum of Six Thousand Dollars (\$6,000.00) as a minimum to be paid during the fiscal year for the use of the County's jail facilities. One half of said sum to be paid on or before August 1 of each year and the other half to be paid on or before February 1, following.

Both parties are now operating on a fiscal year which starts on the First day of July and ends on the Thirtieth day of June following.

At the end of the fiscal year, the total sum due from the City to the County shall be determined by multiplying the total number of the City prisoner days by the cost per prisoner day as determined above. If the total sum so determined is less than the minimum payment above provided for, the City's obligation will have been fully paid; if said sum is larger than said minimum payment, then the City shall forthwith pay to the County the difference between the two figures.

3. The audits hereinabove required to be performed shall be performed by the City Manager, representing the City, and a person appointed by the County Commission to represent the County. A copy of said audits shall be furnished the County Commission and the City Council as soon as practicable following completion of such audits.

4. In the interpretation of this agreement, "City Prisoner" shall include all prisoners arrested by city officers and lodged in the jail facility on a charge triable before the Municipal Court of The City of Pendleton.

5. The City further agrees that it will hold the County harmless on account of bills for medical care of city prisoners incurred while said prisoners are lodged in the county jail, unless said medical bills, including hospitalization and ambulance charges, are the direct result of the negligence of the County, its officers or employees or the willful or intentional act of such officers or employees of the County.

6. Each party shall be fully responsible for damage caused by one or more of its prisoners, whether the same be caused by negligence or willful act. In the event of disagreement as to the cause of damage to the facility or to equipment, then each party shall select an arbitrator and these two shall select a third person and proceed to arbitrate the matter as provided by law.

7. The County agrees that it will supervise and otherwise properly care and provide for City prisoners incarcerated in said County Jail.

8. The County further agrees that it will not provide jail facilities or service to any other agency of government at a price less than the per prisoner day charge as determined herein. However, this

clause shall not be construed to prevent the County from complying with the terms of existing contracts with agencies of the Federal Government. It is the stated intent of the parties that any existing contracts be renegotiated at a price in keeping with the intent of this clause.

9. The County hereby also agrees that the City may utilize the courts of law facilities provided for and maintained by the County in the following manner:

- (a) The juvenile courtroom shall be available for use by the City every weekday, excepting holidays, between the hours of 8:00 o'clock a.m. and 9:30 o'clock a.m., for municipal court proceedings, excepting jury trials.
- (b) The district courtroom and circuit court jury room shall be available for use by the City on Wednesday evenings whenever a jury trial is scheduled by the Municipal Court.

10. In consideration of the use of said court facilities as hereinabove provided, the City hereby agrees to pay to the County Six Hundred Dollars (\$600.00) per year. One half of said sum to be paid on or before August 1 of each year and the other half to be paid on or before February 1, following.

11. This instrument contains the entire agreement between the parties and no statement made by any party hereto or agent thereof which is not contained in this written contract shall be valid or binding. This contract may not be enlarged, modified or altered except in writing and signed by the parties and attached hereto.

12. This agreement shall continue in force and effect for the fiscal year 1971-72 and each succeeding fiscal year unless written notice of intent to terminate shall have been given by either party to the other party not later than 180 days prior to the end of the fiscal year preceding the year in which said termination shall take effect.

IN WITNESS WHEREOF, the said County and City pursuant to resolutions duly passed and adopted by their respective governing bodies have caused this agreement to be executed this 5th day of May, 1971.

### Columbia County

Columbia County provides jail services to all incorporated cities in the county at a charge of \$14.50 per day. Prior to July 1, 1975, the charge was \$5.00 per day for jail services. The charge of \$14.50 is approximately \$2.00 below the actual cost of lodging a prisoner per day calculated by dividing the total jail budget by the number of prisoner days served. The county charges \$2.00 less than actual cost because expenses for equipment are not passed on to the cities and the county currently has some CETA employes paid from federal funds.

There have been no changes in the agreement since contracting was first initiated, with the exception of increases in the per day rate. Prior to 1973 the rate was \$3.00 per day. From 1973 through July 1 of this year the charge was \$5.00 per day and the increase this year was to \$14.50 per day.

The Columbia County jail facility meets all of Oregon's jail standards. The County has available a GED and work release program for prisoners. The costs of medical services are paid by each city. Each city is responsible for transporting individual prisoners. The county corrections supervisor has an agreement with each judge who may sentence a prisoner to the county jail providing for the use of the corrections supervisor's discretion on an early release or good time discharge for prisoners. The corrections supervisor's recommendation in these matters has been followed in all cases by the judges. Another county jail service provides mug shots and fingerprints on request by each city.

Clatskanie Contract. — The city of Clatskanie has been contracting with Columbia County for several years. The decision to contract was made because of the cost of operating the city's jail facility and there were not enough prisoners to justify the expense. City officials estimate that only about 30 prisoner days per year are spent in the county facility.

City officials in Clatskanie felt that transportation and cost were the main problems associated with the contracting arrangement. At times, when only one officer is on duty in the city, transportation to St. Helens, which is 35 miles from Clatskanie, can present a problem in regard to police coverage. City officials were also of the opinion that cities should be charged only the amount of additional direct expenses incurred by the county as a result of lodging prisoners, such as food, clothing and supplies.

### Harney County

Harney County provides jail services to the cities of Burns and Hines, Grant County and Lake County. The jail service is provided to Grant and Lake Counties under a written contract at a charge of \$15.00 per day. These contracts were negotiated recently and took effect on March 19, 1975. There is no specified termination date included in the contracts, but each contains a provision that the contract may be terminated by either party by giving 30 days' written notice.

The city of Hines receives jail services under an informal, unwritten agreement. Prior to January 1, 1975, Harney County did not charge Hines for this service, but since that time Hines has paid the county \$15.00 per day for lodging prisoners.

The city of Burns also lodges prisoners under an unwritten agreement but by a different financial arrangement. When the jail was originally constructed in the early 1960's, an agreement was reached between the city and the county that each would pay one-half of the operating expenses of the jail and the county would operate the facility. Recently, the city council and the county commissioners have been undergoing negotiations for a reduction in Burns' portion of the operating expenses due to budgetary problems to a 1/3 city-2/3 county formula. There have been no other major changes in the contracting arrangement.

Prior to 1974 the county employed a live-in man and wife team to operate the jail. Oregon's jail standards, in particular the requirement for 24-hour supervision and hourly checks, made this type of operation less effective. As a result, the county hired four corrections officers and two matron-cooks to operate the jail. This action substantially increased the jail budget from \$20,400.00 in 1973-74 to \$58,243.00 in 1974-75. Personnel is the major cost involved in operating the jail and accounted for \$46,748.00 in 1974-75, over 80 per cent of the total budget. Other costs are relatively low. The county prepares its own food at an average food cost of 52 cents per meal and has laundry facilities on the jail premises.

Each contracting jurisdiction is responsible for any medical costs incurred on behalf of its individual prisoners. There are no rehabilitation programs for prisoners because there are usually not enough prisoners and sentences generally are not long enough to establish rehabilitation programs. The jail was constructed in the early 1960's and meets Oregon's minimum jail standards.

The Harney County Sheriff estimates the average cost of lodging a prisoner each day at approximately \$25.00. The reasons given for not charging the other jurisdictions the entire cost of lodging prisoners

are that the county would have the same personnel requirements without contracting and the additional revenue derived from contracting helps the county meet its personnel costs.

The city of Burns is the Harney County seat and the city of Hines is located adjacent to Burns. As a result, there are no transportation problems involving the cities. The three counties have a cooperative transportation arrangement. When the Grant or Lake County Sheriff's office is bringing a prisoner to the Harney County jail, the county will inform Harney County by telephone and if the Harney County deputy is available, he will be dispatched to the vicinity of the respective county border to meet the other county's officer and transport the prisoner the remaining distance to the jail. This is a cooperative agreement that helps ease the burden of transportation. Unless the Harney County officer is needed in another area of the county, it enables him to patrol that portion of the county in addition to providing transportation assistance to the other county.

#### HARNEY COUNTY-LAKE COUNTY AGREEMENT

THIS AGREEMENT, made and entered into this 19th day of March, 1975 by and between Harney County, a political subdivision of the State of Oregon, by and through its County Court and Lake County, a political subdivision of the State of Oregon, by and through its County Court.

#### WITNESSETH:

In consideration of Harney County's boarding and lodging Lake County prisoners, Lake County agrees as follows:

#### I.

Lake County agrees to pay to Harney County the sum of \$15.00 per day for each Lake County prisoner lodged and boarded in the Harney County Jail for each and every day or portion thereof that said prisoner is so lodged and boarded.

#### II.

Lake County agrees to indemnify and hold harmless Harney County from any and all liability connected with said prisoners, including but not limited to medical, dental and psychiatric treatment and hospitalization.

#### III.

Lake County agrees to reimburse Harney County for every expense connected with the lodging, transportation and boarding of said prisoners.

#### IV.

This contract may be terminated by either party hereto by giving thirty days notice in writing to the other party.

#### V.

The sum of \$15.00 hereinabove specified may be changed by Harney County by giving notice thereof in writing thirty days prior to the said change.

#### VI.

Harney County's obligation hereunder to board and lodge Lake County prisoners is expressly contingent upon space being available for said prisoners in the Harney County Jail. Availability of space will be determined by the Sheriff of Harney County.

#### Wasco County

Wasco County provides jail services to the city of The Dalles and Sherman, Gilliam and Wheeler Counties under an unwritten agreement. The charges for lodging prisoners during 1974-75 was \$5.50 per day for The Dalles and \$6.50 per day for the three counties. The rate for all was increased to \$7.50 per day July 1, 1975. The \$7.50 per day charge is expected to meet the costs of providing jail services to the other jurisdictions and takes into consideration expenses such as administration, personnel, maintenance, utilities, equipment, food and laundry. Wasco County has been accepting prisoners from Sherman and Wheeler counties for several years. The Dalles has been boarding all its prisoners in the jail for one year, and prior to that had been boarding female prisoners for several years. Gilliam County began lodging prisoners in the jail during 1974-75. With the exception of the rate increases there have been no major changes in the contracting arrangements.

Transportation of the prisoners is provided for by each jurisdiction lodging prisoners in the Wasco County jail. Medical expenses incurred on behalf of individual prisoners are billed back to the respective jurisdictions. The county jail offers a high school GED program and work release and Alcoholics Anonymous offers alcohol related services to prisoners.



The county does not issue reports to contracting jurisdictions on jail operations. If a prisoner were hurt while incarcerated at the Wasco County jail, a report on the incident would then be issued.

The facility meets most of Oregon's minimum jail standards with the exception of adequate locks for individual cells. The county plans to install new locks in the future. The county also has plans for a new jail facility which will meet all of Oregon's jail standards, but to date voters have not approved funding for the facility.

The Wasco County Sheriff's office believes the contracting arrangements have worked very smoothly with no major problems.

#### Hood River County

The city of Hood River has had a joint service agreement with Hood River County for jail services since 1954 when the county built a new courthouse that included jail facilities. At that time, the city contributed \$15,000.00 toward the construction of the courthouse and these funds were applied to the costs of constructing and equipping the jail. The joint arrangement differs from the contract arrangements discussed in the previous case studies in that both units have ownership interests in the jail facility and share proportionately in the annual operational costs.

The agreement between the city of Hood River and Hood River County provides for payment of most of the operating expenses of the jail on a cost-sharing basis with the city paying a one-third share and the county two-thirds. The expenses calculated under this formula include salaries and fringe benefits of jail personnel, supplies for jail operation, maintenance and repair of jail facilities, janitorial services and furniture. A monthly statement of all expenses incurred under this formula is sent to the county. For fiscal year 1974-75 the city budgeted \$15,500.00 for these payments to the county for jail services.

Other expenses associated with lodging prisoners and maintaining the jail are not calculated by the one-third/two-thirds formula. Both the city and the county pay food and medical costs for their individual prisoners. The county furnishes the electricity and heating for the entire courthouse, including the jail, and the city provides water to the courthouse at no charge to the county.

Several important non-financial provisions are included in the agreement. The rules and regulations for operating the jail are worked out between the county commissioners and the city council. The agreement provides that the sheriff will supervise the operations and personnel

assigned to the jail. However, if a dispute should arise between the sheriff's office and the police department, it is to be referred to a joint meeting of the county commissioners and the city council for settlement.

The sheriff has the responsibility for hiring and discharging jail personnel. The procedure for hiring personnel provides that the police chief must approve any person hired by the sheriff for jail duties. The agreement also stipulates that the police chief may make a request to the sheriff that a jail employe be discharged. The request must be made in writing stating the grounds for such action. The sheriff must then discharge the employe and hire a replacement acceptable to the police chief.

#### HOOD RIVER COUNTY-HOOD RIVER AGREEMENT

THIS AGREEMENT made and entered into by and between the County of Hood River, subdivision of the State of Oregon, as party of the first part, and the City of Hood River, a municipal corporation within the State of Oregon, as party of the second part,

WITNESSETH:

WHEREAS the City of Hood River now has and for many years in the past has maintained the only jail facilities in Hood River County, Oregon, which facilities have been used jointly by Hood River County on a rental basis, the County having paid only nominal rental for such facilities; and

WHEREAS said jail facilities are not adequate and should be replaced; and

WHEREAS the County of Hood River is in the process of constructing a courthouse for general county purposes, in which it is proposed to include jail facilities adequate for the use of both the City and the County of Hood River; and

WHEREAS a tentative agreement has been entered into between the County of Hood River and the City of Hood River whereby the City would participate in the use and operation of said jail under the terms herein set out and the voters of the City of Hood River have authorized issuance of bonds for such purpose in the sum of \$15,000.00; and

WHEREAS it is the desire of the parties hereto, pursuant to the authority granted by Section 280.150 ORS, to enter into a written

agreement setting forth the agreement between the parties and the rights and desires of each so far as the same can be set out in a written agreement at this time with the object of sharing in the expense of building, operating, and maintaining jail facilities and offices for law enforcement personnel for both of the parties hereto.

NOW THEREFORE, it is mutually understood and agreed as follows:

1. The City of Hood River will proceed to issue its bonds in the principal amount of \$15,000.00 and, upon sale of the same, will pay over said sum to the County of Hood River, which sum the County of Hood River will apply to the cost of the construction of said courthouse and said moneys will be applied in particular, though without specification, to the costs of constructing the jail and equipping the same within the new County courthouse with detention facilities and offices for law enforcement personnel.

2. It is mutually understood and agreed that the City of Hood River shall be provided with space at the admitting desk, with one office room adequate for the use of the City officers and full access to the drunk tank and jail and access to such other portions of the courthouse as may be reasonably required for efficient operation and use by the City of Hood River of the jail facility to be constructed.

3. The party of the first part agrees to construct jail facilities adequate to handle the anticipated prisoner load of both the County of Hood River and the City of Hood River, complete with facilities for handling drunken persons, women, children, and persons mentally affected, and that said facilities shall comply with present day standards for the same. Said facilities are included in the new county courthouse now in process of construction, and said second party has examined the plans and does acknowledge that, if the jail facilities are constructed and furnished in accordance with the plans for same, said facilities are adequate for the purposes of this agreement.

4. It is mutually understood and agreed that the City of Hood River shall pay its proportion of the cost of hiring desk personnel for 24-hour jail service and its proportion of the cost of supplies necessary for operation of the jail. Such costs shall be allocated two-thirds to the County of Hood River and one-third to the City of Hood River. It is mutually understood and agreed that for the fiscal year 1954-55 the contribution of the City of Hood River shall not exceed \$350 per month and that all costs of personnel and jail supplies above that amount shall be born by the County of Hood River.

5. It is mutually understood and agreed that as a part of the cost of operation of the jail facility, there shall be included an

item for janitorial service to be provided by the County of Hood River at such rate as may be agreed upon by the parties and that it shall be the responsibility of the first party to keep said jail quarters and office space used in connection therewith neat, clean, and orderly at all times.

6. The number of employees required for desk personnel and jailer service and the estimated amount required for bookkeeping and other supplies for the operation of the jail shall be determined annually at a joint meeting to be held by the members of the County Court of Hood River County and the Council of City of Hood River during the first two weeks of March of each year, at which meeting the parties shall agree upon a budget figure for the joint operation of the jail and the respective amounts therefor shall be placed in the budgets of the parties in their respective proportions and the taxes shall be levied therefor. The payment of personnel and payment for supplies shall be handled directly by the County of Hood River, which shall disburse the budgeted funds and it shall be the obligation of the City of Hood River to pay over to the County of Hood River monthly the City's portion of the cost each month as such cost is determined. If, at the end of any fiscal year, any surplus moneys remain unexpended in the hands of the County in the account for operation of the jail facilities, the same shall be divided and paid back to the parties within thirty days after the close of the fiscal year in the same proportion in which each of the parties has contributed to such fund.

7. It is mutually understood and agreed that if finances and other circumstances permit, one of the full-time employees to be hired as jail personnel shall preferably be of the feminine sex and that she shall be employed to act as a police matron and that she shall act in such capacity for both the City Police and the Sheriff's Office in caring for prisoners and other persons for whose apprehension, detention, and care a police matron is required. It is further mutually understood and agreed that one of the employees hired as jail personnel shall be required to and shall keep the necessary records as to prisoners handled in the jail by both the City Police and the Sheriff's office. Said employee shall be qualified to and shall act as a stenographer for writing letters and carrying on correspondence for and on behalf of the Sheriff's Office and the City Police and the secretarial and clerical duties of said employee, unless otherwise agreed to between the parties, shall be restricted to those necessarily and usually done in connection with the operation of the jail facilities. Said stenographer may be the police matron above mentioned.

8. It is mutually understood and agreed that the jail personnel shall continue to operate the short-wave radio communication for the benefit of the City and County officers as the same has been operated



in the past and in such manner that continuous 24-hour radio service shall be available. The cost of operation and maintenance of the radio service shall be shared as in the past to wit: one-half shall be paid by the City of Hood River and one-half shall be paid by the County of Hood River.

9. It is further mutually agreed that adequate parking space restricted to police use only shall be provided and kept available at all hours for use of City Police and the Sheriff's Office so that prisoners may be brought into the jail and handled in the most efficient manner possible and that said parking space shall not be used for any other purpose except use by the law enforcement officers as herein provided.

10. Now, it is further mutually understood and agreed that all jail personnel shall be under the direct supervision of the Sheriff of Hood River, Oregon, as administrative head of the jail facility, but that the Sheriff shall at all times operate such jail facility so that the same shall furnish full facility for the normal working operation of the City of Hood River Police Department whenever possible. In case any dispute should develop as to the manner in which the jail facility is being operated, so that there is any difference of opinion between the Sheriff's Office and the Hood River City Police Department, then in such case each such matter shall be promptly referred to a joint meeting of the Hood River County Court and the Common Council of the City of Hood River for their settlement and agreement as to the way each such matter shall be handled.

11. It is mutually understood and agreed that rules and regulations, as to the operation of the jail facility, shall be worked out between the County Court and the Common Council, and such rules and regulations shall be kept posted at all times for the guidance of all City and County officers. In all events, the City of Hood River Police Department shall be responsible for the detention of the prisoners placed in the jail by the Police Department and all City prisoners shall be released except on the order of a proper authority of the City of Hood River. In all events, the County of Hood River Sheriff's Office shall be responsible for the detention of the prisoners placed in the jail by the Sheriff's Office and no County prisoners shall be released except on the order of a proper authority of the County of Hood River.

12. The party of the second part agrees to furnish furniture for the room furnished to it for office space and to pay one-third of the cost of furniture used jointly by the law enforcement officers of both parties.

13. It is further mutually understood and agreed that expenses of maintenance, repair, and renovation of the jail facility and furniture used jointly by the parties shall be borne in the same proportion as the parties have contributed in the budget for the previous year.

14. It is mutually understood and agreed that, except for the items herein mentioned to be paid for either wholly or in part by the party of the Second Part, all other expenses shall be borne by the Party of the First Part, and particularly such items as building maintenance, and the furnishing of heat and electricity.

It is further mutually understood and agreed that the City of Hood River shall furnish water free of charge for the courthouse building and for the irrigation of the grounds, but the City of Hood River reserves the right to require that irrigation be carried on during the off-peak demand hours, after dark, whenever the same restriction is made for the City as to irrigation of its own parks and public grounds.

It is further mutually understood and agreed that telephone service to the desk shall be considered as one of the operating expenses to be shared in the proportion above mentioned, and that said phone shall be used jointly by the City and the County. All long-distance calls and extraordinary charges shall be paid for by the party incurring the same, and monthly charges in regard to private phones installed in the jail facilities shall be paid for by the party ordering the same installed.

Each of the parties hereto shall be responsible for the food and medical care of the prisoners placed by it in the jail facilities.

15. It is mutually understood and agreed that although the employing and discharge of personnel shall be the duty of the Sheriff of Hood River County, Oregon, no person shall be hired who does not first have a written approval of the Chief of Police of the City of Hood River, Oregon; and that upon written request of the Chief of Police, pointing out grounds for making such a request, any person employed in the operation of the jail facility shall be promptly discharged by the Sheriff and replaced by someone satisfactory to the Sheriff and the Chief of Police. After the written request for the discharge of an employe is made by the Chief of Police, the time for such discharge shall not, in all events, exceed 30 days and the discharge shall be accomplished sooner if possible.

If the Chief of Police shall have any complaint as to the manner of operation of the jail facility, he shall make such complaint in writing to the Sheriff and shall furnish a copy thereof to the Hood River County Court and a copy thereof to the Common Council of the City of Hood River, and prompt steps shall be taken by the Sheriff to correct any matter about which any complaint is reasonably made. If such steps be not taken within thirty days from the date that written complaint is made, the matter shall be referred to a joint meeting of the County Court and the Common Council of the City of Hood River,

which shall determine the propriety of the complaint and the decision as to the disposal of the matter made by the County Court and Common Council of the City of Hood River in joint session shall be final and shall be followed by the Sheriff.

This agreement shall be in force for a period of 20 years from the date that the new jail facility is first occupied by the parties and automatically continued from year to year thereafter unless either party shall give to the other not less than six months of notice of intention to terminate at the end of any fiscal year.

IN WITNESS whereof the parties hereto have hereunto set their hands and seals 26 day of February, 1954.

### Hermiston

The city of Hermiston is located in western Umatilla county approximately 35 miles northwest of Pendleton. Hermiston had a 1974 population of 5,865 and is in a rapidly growing area. The proposed Alumax aluminum plant is planned for a location approximately six miles from the city and the population is expected to grow to over 10,000 in the next few years.

In 1972, Hermiston received an LEAA grant for a new public safety building that includes a police station, fire station, municipal court and jail. All except the fire station portion of the building was funded by the grant. The jail facility has a capacity of 10 persons, including two four-man cells and a cell with a capacity of two which is used to lodge females. The facility has Corrections Division approval for use as a local corrections facility.

Hermiston provides jail services to some smaller cities in western Umatilla County, including Echo, Stanfield and Umatilla, and also for the state police and Umatilla County. In each of the three years the facility has been in operation, more prisoners from other agencies have been lodged in the jail than city of Hermiston prisoners. For example, during January-May, 1975, the city of Hermiston incarcerated 168 adults and other agencies 202.

There is no written contract with the other agencies and the city's charge is based only on the cost of meals, which is calculated at \$2.00 per meal. There is a minimum charge of one meal because on occasion a meal will be prepared for a person who is released before eating. Should a person held in the Hermiston city jail require medical attention, the cost is charged to the responsible jurisdiction. The jail facility is equipped with a television monitoring system with consoles

located at the police dispatchers unit which allows for 24-hour supervision. There are no personnel assigned directly to jail operations. Regular city police officers handle any jail duties required.

City officials have concluded that it is necessary to operate their own jail facility rather than contract with another agency for jail services. They feel that the location of the city and numbers of people incarcerated would make transportation to the county seat prohibitive both in terms of cost to the city and in man hours required to transport. With the population of the city expected to grow rapidly in the next few years it is probable that potential costs for transporting would be even greater in the future. As a result, the city intends to operate its own facility in the future and the present facility was designed and planned to accommodate expansion if this should be found to be necessary.

#### IV. COST GUIDELINES FOR EVALUATING CORRECTIONS ALTERNATIVES

##### Options for City Detention Facilities

The options open to local governments for providing jail services include operating their own local corrections facilities, operating a local lockup and contracting with another jurisdiction for longer term incarceration, contracting for all services, or operating a joint regional corrections facility. There are advantages and disadvantages to each of these, and local conditions will necessarily determine the appropriate method for any particular city.

The costs and possible liabilities of operating a correctional facility or lockup can be quite high but circumstances may justify them for some cities. In an area of fairly high population, the sheer numbers of persons incarcerated may justify operation of a local corrections facility for most or all of a jurisdiction's detention needs. In more remote locations, transportation distances may be a large factor in deciding to operate a local corrections facility.

Another alternative is to operate a lockup for short term detention and contract with another jurisdiction for longer term incarceration. This may be an attractive option in a situation where there is a fairly long distance from a city to the county or other contracted facility and it may not always be feasible to transport prisoners. In addition, in many cases a person arrested for a violation of a city ordinance is held for only a short period of time before release. Operation of a lockup in a situation such as this can minimize the need for costly transportation and lodging in another facility.

Contracting for all jail services is quite widespread in Oregon. In most cases, the county will operate the facility and provide services to the cities, although in some cases jail services are obtained by contract with another city. Several small cities have little need for facilities or services due to their low population and low crime rates, and contracting for all jail services appears to be the only viable alternative. In other cases a city may be large enough to operate its own facility but proximity to some other facility affords an opportunity to avoid unnecessary duplication of costly detention facilities or services. This is especially true of county seat cities. Still another situation which may lead a city to contract for all of its detention is the need to incur large costs to bring an existing facility or lockup up to minimum state standards.

To date, Oregon does not have what could be classified as a joint regional corrections facility. There are no correctional facilities operated

jointly by two or more counties and certainly none that are planned and designed to jointly serve the correctional facility and program needs of an entire substate region. Some other states have moved toward provision of regional facilities of this type, including Connecticut, Delaware, Rhode Island, Vermont, Alaska, Louisiana, Iowa, Nebraska and Georgia.<sup>10</sup>

A fifth alternative which should be considered in developing a plan to meet city detention needs is the greater use of pre-trial release and misdemeanor probation. The 1980 Standards and Goals places great emphasis on this practice and cities should evaluate their facility needs in the light of the likelihood of an increased reliance on these kinds of alternatives to physical custody.

The disadvantage most often mentioned by cities with regard to contracting for part or all jail services is the need to transport persons in custody to another location. Transportation is costly in both time and money and in some cases (e.g., a small city with only one officer on duty during certain hours) may result in a city lacking patrol for a period of time or necessitating the recalling of an off-duty officer. One possible solution to this problem may be operation of a cooperative transportation program similar to that outlined in the Marion County case study. Although the Marion County program is federally funded as a pilot program, a similar operation jointly funded by several jurisdictions may prove to be economically feasible.

#### Elements of Cost

Cost is one of the more important considerations in reaching a decision on how best to satisfy a jurisdiction's corrections needs. The costs most commonly associated with operating a local corrections facility or lockup include land, facility construction or remodeling, facility maintenance, personnel, equipment, food, clothing, utilities, supplies, laundry and medical care. There are many variables associated with these costs and any attempt to estimate potential initial investments or long term operating expenses should take into consideration all possible variables. Some of the costs associated with a local corrections facility will vary a great deal from those associated with a lockup, and local considerations will dictate what type of operation will meet local needs. Some jurisdictions may determine by estimating potential operating costs that it is not economically feasible to operate their own facility and will decide to contract for all their corrections needs. The following is a discussion of the various costs to consider, possible variations and methods of calculation followed by a sample calculation of operating expenses for a hypothetical lockup. In addition, a format is suggested to assist cities in estimating their costs.

10. See U.S. Department of Justice, Law Enforcement and Administration, Criminal Justice Agencies--Reports of 10 United States Regions.

#### Land

Cities comparing the cost of operating their own correctional facility or lockup with the cost of contracting may wish to consider the cost of land as one element in the comparison if an entirely new structure is being contemplated, but this will not necessarily be the case if the city is planning to maintain a lockup only. Lockups ordinarily are located in or in close proximity to the existing police station. State requirements for 24-hour supervision can be met by using existing police station personnel such as police dispatchers with television monitoring equipment to provide the supervision.

#### Construction or Remodeling

Some jurisdictions may need to construct new jail facilities while others may need only to remodel an existing facility to meet Oregon's jail standards. In a recent local correctional facility feasibility study conducted for Lane County, construction of new custody accommodations on the basis of one person per cell is estimated to cost between \$15,000 and \$35,000 per bed.<sup>11</sup> The cost of constructing a lockup might be much less and if remodeling only is necessary, the cost would be still less for either correctional facilities or lockups. Planning for current and future jail populations and corrections trends will need to be accomplished to establish a facility capable of serving the community for many years.

In estimating the cost of maintaining a jail, new construction (as might be required for a local correction facility) might be amortized over a 40-year period, while remodeling costs should be spread over a shorter period, perhaps 20 years.

#### Equipment

Equipment requirements and costs will also vary from jurisdiction to jurisdiction. Some cities may utilize the same office equipment as the police or sheriff's department if the facility or lockup is located in close proximity and this may eliminate the need for some capital expenditures. Varied items such as television monitoring systems, kitchen equipment, laundry equipment, furniture and recreational items may be placed in this category. The usual practice for costing equipment is to amortize it over a five-year period.

#### Personnel

Personnel will be the largest cost associated with operating a jail facility over the entire period a facility is in operation. Again, the costs

11. Graham Brown and Associates, Ltd., Report Two: Correctional Services Recommendations--Pre-Architectural Study, Lane County Adult Corrections, June 1975.

for personnel will vary from jurisdiction to jurisdiction depending on the number and qualifications of personnel required to operate the facility and the salary and fringe benefit rates in the particular jurisdiction. The 1974-75 salary and fringe benefit survey conducted by the state Personnel Division and the Local Government Personnel Institute listed the weighted average salary for full time corrections officers in Oregon at \$777 per month and the average for police dispatchers at \$554 per month. The average for police officers in cities of 1,500 to 5,000 population was \$696 per month, and in cities under 1,500 population, \$650 per month. Fringe benefits for all public agencies (excluding the federal government) equaled 35.3 per cent of payroll. If a lockup is contemplated and personnel such as dispatchers are utilized for jail supervision, only the time these personnel spend in jail related duties should be considered.

#### Food

Two basic options are available for providing food for prisoners: prepare the food onsite, or contract with a restaurant or other institution for food services. An example of contracting was described in the Hood River case study (Chapter III). The county calls for bids for food service from local restaurants. Under the current contract, the charge for breakfast is \$1.25 per meal, lunch is \$1.35, and dinner is \$1.50 for a total per-day food cost of \$4.10 per person.

The other jurisdictions contacted for case studies prepare food on site and some of these calculate a per-meal cost by dividing the cost of food products by the number of meals served. This computation generally yields estimates of fifty to sixty cents per meal, based on figures reported during the survey summarized in Chapter III. Although this will give an accurate cost figure for food expenditures, it is not an accurate figure for the total cost of meals because it excludes the personnel and other costs involved in preparing and serving meals.

#### Clothing

According to the guidelines published by the Oregon Corrections Division, a standard issue for male inmates should consist of a T-shirt, underpants, pants (blue jeans or khaki), one pair of thongs or slides and, in winter months, a sweatshirt in place of a T-shirt. The guidelines for female inmates recommend only "suitable undergarments and outergarments" and one pair of slides or thongs. Although prices will vary, it should be possible to purchase each complete outfit without exceeding a cost of \$20.00.

In a lockup, the need for jail clothing would not be as great as in a local corrections facility. For short term holds it would probably not be necessary to issue any jail clothing. For persons held more than one day, it may be desirable to have clothing available but more than one complete outfit may not be needed.

#### Other Costs

Other costs that should be considered include medical care, insurance, building maintenance, utilities, supplies and laundry. Most cities operating lockups do not provide for routine medical examinations, but do incur medical expenses on an "as needed" basis. Spot checks indicate that medical costs vary between twenty-five cents and one dollar per prisoner day in lockups, although special cases could result in unusually high costs. The added cost of fire and related insurance coverage and general liability insurance which are associated with a lockup are difficult to estimate on an overall basis, but should be considered by individual cities. Based on inspection of available city and county jail budget documents, additional costs for such items as utilities, supplies, building maintenance and laundry approximate five to ten per cent of the total operating budget.

#### Illustrative Cost Calculations

Table 3 presents one illustration of how a small city might compare the cost of operating its own lockup with the cost of contracting with another jurisdiction for lodging of city prisoners. The costs suggested are purely hypothetical, and are not intended to represent averages or typical costs actually experienced by small cities. The illustration is designed merely as an example of how one hypothetical city might estimate its own costs of maintaining a lockup, following the general format which follows on page 51.

The illustration assumes an average daily prisoner population of 0.5 but a lockup designed to accommodate that number of prisoners on a year-around average basis should be capable of holding three or four persons at any given time. Since some of the cost elements will be constant regardless of the number of prisoners incarcerated (basic facility and equipment costs, for example), a higher average daily prisoner population would reduce the cost per prisoner day somewhat.

Transportation costs are not considered in this illustration because each city's specific location must be considered in the calculation. Some transportation cost will be incurred for longer term prisoners even if a city operates its own lockup.

The blank form which follows Table 3 can be used to estimate a city's own present or future lockup or correctional facility costs. Actual figures developed by the jurisdiction making the estimate should be used rather than the hypothetical figures in the preceding illustration. It should be noted that this format would not be acceptable for an actual budget. For example, actual budgets must show cash outlays for the year in which they occur rather than amortized annual costs, and must otherwise be in the format prescribed by the state Department of Revenue.

Table 3

ILLUSTRATIVE CALCULATION OF

COST PER YEAR AND PER PRISONER DAY OF OPERATING A LOCKUP

Item	Annual Cost
1. Basic Facility Cost . . . . .	\$ 250.00
<i>(Cost of remodeling facility estimated at \$5,000 divided by 20 years.)<sup>1</sup></i>	
2. Equipment Cost . . . . .	500.00
<i>(TV monitoring device, stove and refrigerator, and miscellaneous furniture and equipment estimated at \$2,500, divided by 5 years.)</i>	
3. Personnel Cost . . . . .	1,778.00
<i>(Assumes lockup duties requiring one hour per prisoner day for a police officer at \$8,352 annually and a dispatcher at \$6,648 annually, plus fringe benefits at 35.3 per cent.)</i>	
4. Food Cost . . . . .	410.00
<i>(\$0.75 per meal including labor, three meals a day for 182 prisoner days.)</i>	
5. Medical Costs . . . . .	150.00
<i>(Provided on "as needed" basis only)</i>	
6. Utilities and Miscellaneous Costs . . . . .	309.00
<i>(Includes heat, power and water; building maintenance; clothing and bedding; laundry and miscellaneous supplies; and insurance at 10 per cent of operating budget.)</i>	
TOTAL ANNUAL COST . . . . .	\$3,397.00
Cost per prisoner day, assuming 0.5 average daily population or 182 days per year. . . . .	\$ 18.66

1. If new facility, this would be the cost of land and building divided by a longer period of time, perhaps 40 years.

SUGGESTED FORM FOR ESTIMATING CITY'S FACILITY COSTS

Item	Estimated Annual Cost
1. BASIC FACILITY COST	
For new construction, divide estimated total outlay for land and/or building by a suggested 40 years to arrive at annual cost, and include estimated interest payments if bond financing is contemplated. For remodeling of an existing facility, divide the estimated cost by a suggested 20 years.	
	\$ _____
2. EQUIPMENT COST	
Divide estimated total cost of required new jail equipment by a suggested five years.	
	\$ _____
3. PERSONNEL COST	
The major consideration in estimating personnel requirements will be the statutory minimum standards referred to in Chapter I, especially the requirements for 24-hour supervision, hourly personal inspection, availability of female supervisor, and meal service. If a local correctional facility is contemplated, both the Correction Division <u>Standards and Guidelines</u> and the OLEC 1980 <u>Standards and Goals</u> call for the use of professional corrections personnel. Lockups can be administered by non-professional personnel who perform other city duties, but the guidelines suggest the need to train such personnel in correctional practices and in such specific skills as first aid. Consider specifically the city's own salary structure and fringe benefit rates in estimating personnel costs.	
	\$ _____
4. FOOD COST	
Minimum standards call for three meals a day, and guidelines suggest that at least one of these should be a hot meal. The city should make its estimate based on its own cost assumptions, but should include the cost of preparing and serving meals.	
	\$ _____
5. MEDICAL COSTS	
Corrections Division standards call for medical services to be available "on call" for lockups and for examination of each inmate upon admission in correctional facility.	
	\$ _____
6. UTILITIES AND MISCELLANEOUS COSTS	
As indicated in the text, utilities, building maintenance and miscellaneous supplies approximate five to ten per cent of annual operating costs. In addition, cities should include estimates for clothing, bedding and laundry, and the additional cost of city fire and related insurance and general liability insurance.	
	\$ _____
TOTAL ANNUAL COST . . . . .	\$ _____



Cities interested in comparing the cost of providing a local correction facility or lockup with the cost of contracting for jail services should divide the total on the summary by the number of prisoner days the city expects to have during a year and compare the resulting quotient with the per-day cost of contracting available from the county or other jail service provider.

### Summary

The sample calculations and the self-calculation format were designed to provide cities and counties with a simplified method of estimating the costs associated with operating a local corrections facility or a lockup. It should be noted again that these were hypothetical costs and some jurisdictions may be able to operate a facility more economically while it may be more expensive for others. Any attempt to calculate actual costs of operating a jurisdiction's present facility or potential costs of a planned or proposed facility should include, where possible, actual costs of the various expense elements involved in operating a local corrections facility or lockup. As mentioned previously, many costs depend on the actual geographic location of a jurisdiction, and the facility and equipment needs are based on factors such as actual or potential numbers of prisoners.

If a decision were being made based strictly on cost per day, it would be advantageous to contract at a charge less than the final per-prisoner per-day totals. Most contracts in Oregon are under the \$18.66 figure estimated for lockups on the hypothetical illustration. However, basing a decision strictly on cost does not take into account many other factors involved with contracting. For instance, one of the major disadvantages of contracting is transporting prisoners, both in terms of cost and inconvenience which in some instances may be significant. Listed below are several additional questions which should be considered by evaluating local conditions and requirements.

1. Does the jurisdiction have enough law enforcement problems to warrant the operation of its own facility? If a jurisdiction has averaged only a few prisoner days per month there would not be enough use involved to justify operating or staffing a local detention facility unless geographic factors make use of another jurisdiction's facilities impractical.
2. Is contracting with another jurisdiction too expensive? If the per-day charge levied for contracting is or would be higher than the per-day cost if a jurisdiction operated its own facility, the economics of the matter may greatly influence a decision. Bear in mind, however, that the estimate sheet includes only minimal detention costs and does not include other costs associated with the operation of a correctional facility.

3. Does transportation represent a major problem? Transportation of prisoners is certainly an inconvenience for any jurisdiction but the distance to another facility and patrol capabilities will dictate the seriousness of the problem. It may be possible to work out a cooperative transportation program with other jurisdictions.
4. Does the jurisdiction have enough available employees to operate a facility or would it be necessary to hire new employees?
5. Is the jurisdiction in a location that would enable it to provide jail services to other cities or counties through contracting?  
Would it be feasible to construct a jointly operated facility with a nearby jurisdiction?
6. How might possible future legislation affect the jurisdiction's ability to operate a facility? There is a trend toward more stringent requirements for corrections facilities.
7. Will the public be willing to support financially and politically a new or remodeled facility?

These are but a few of the possible considerations to make regarding the operation of a jail facility. They do not include all aspects of the problem but do point out some of the factors that will have a bearing on the decision making process. There are no easy or complete answers and each jurisdiction will have to assess its own local conditions to make the correct decision regarding this issue.

**END**

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