

**Jail Services Agreement between
Mason County and Lewis County**

THIS AGREEMENT ("Agreement") is between Mason County and Lewis County, both counties located within the Commonwealth of Kentucky.

In consideration of the promises, payments, covenants and agreements contained in this Agreement, the parties agree as follows

1. Definitions: Unless the context clearly shows another usage is intended, the following terms shall have these meanings in this Agreement.
 - 1.1 "Jail" means the Mason County Detention Center ("MCDC") a facility operated, staffed, and used for the housing of adults charged or convicted of a criminal offense, for the punishment, correction, and rehabilitation of offenders charged or convicted of a criminal offense, or for confinement during a criminal investigation or for civil detention to enforce a court order.
 - 1.2 "Booking" means the process in which a person's personal data is recorded, a person's identity is confirmed, charges against the person are entered into the Mason County's designated jail management system, medical screening is conducted, and the legal basis to hold the person is established.
 - 1.3 "Accepted" means that a person who is presented for Booking has met the minimum criteria necessary for Mason County to admit the person and Book them into MCDC.
 - 1.4 "Lewis County Inmate" means a person accepted by the Jail because the person has been arrested, caused to be arrested, or detained by a member of law enforcement in Lewis County
 - 1.5 "County Inmate" means any inmate in Jail that is not a Lewis County Inmate.
 - 1.6 "Offender Day" means each calendar day that a person is a Lewis County Inmate, including the first and last days.
 - 1.7 "Force Majeure" means war, civil unrest, and any natural event outside of the party's reasonable control, including fire, storm, flood, earthquake, or other act of nature
 - 1.8 "Extraordinary Medical Care" means any medical costs or pharmaceuticals, excluding routine medical treatment provided to MCDC by Southern Health or other contracted health care provider. MCDC will bear the costs of all medical expenses incurred by an inmate to the extent covered by the MCDC agreement with Southern Health or successor provider, but if the medical care or expenses are not covered by the contract with Southern Health or successor provider,

then such expenses shall be deemed to be expenses for "Extraordinary Medical Care."

1.9 "Jailer" means the Mason County Jailer or her designee.

2. Jail and Health Services

2.1 Mason County shall accept Lewis County Inmates for confinement in the Jail, except as otherwise provided herein. Mason County shall furnish to Lewis County Inmates all routine Jail medical, dental, and other health care services required to be provided pursuant to federal or state law.

2.2 Lewis County shall complete the necessary Mason County forms when placing Lewis County Inmates into the Jail. Booking will not be effective until Lewis County has delivered copies of all Inmate records pertaining to the inmate's incarceration, including a copy or summary of available inmate's medical records. Lewis County Inmates may be rejected by Mason County for placement where Booking indicates injury, disease, or mental illness beyond the ability of the Jail to treat, or where the condition presents a danger of harm to the Inmate or to County Inmates, as determined by Mason County.

2.3 MCDC will cause the costs of Extraordinary Medical Care to be directly billed by providers to Lewis County, or otherwise Lewis County will reimburse Mason County for the costs of Extraordinary Medical Care incurred on behalf Lewis County Inmates. However, when practical major medical treatment that is not a life-threatening emergency must be authorized in advance by Lewis County.

2.4 Lewis County Inmates shall be subject to the disciplinary authority of Mason County in accordance with Jail procedures and rules applicable to County Inmates.

2.5 When requested to do so by Mason County, Lewis County shall remove any Lewis County Inmate within twenty-four (24) hours.

3. Jail Population

In the event the population in the Jail reaches physical capacity, as determined in the sole discretion of Mason County, Mason County may notify Lewis County and require Lewis County to remove some or all Lewis County Inmates from the Jail. Mason County will give no less than fourteen (14) days notice if this is required.

4. Compensation

Lewis County will pay Mason County \$35 per day per secure Jail Bed used by Lewis County pursuant to this Agreement.

Lewis County inmates on work release and weekend commitments shall pay all fees to Mason County Detention Center as determined by the Jailer or her designee.

5. Billing

5.1 Mason County shall transmit billings to Lewis County monthly, which shall be paid within forty-five (45) days after receipt. Upon failure to pay a billing within forty-five (45) days of receipt, Mason County will notify Lewis County of its failure to pay and Lewis County shall have ten (10) days to cure nonpayment.

Upon failure to so cure the nonpayment, Lewis County shall be in material breach of this agreement and Mason County will no longer be expected to house Lewis County inmates at the Jail, and any such inmates housed will be removed within thirty (30) days.

5.2 Mason County may charge an interest rate equal to the interest rate on the monthly County investment earnings for the previous year on any billing amount not paid by Lewis County within forty-five (45) days of receipt of the billing.

5.3 Each party may examine the other's books and records to verify charges. If an examination reveals an improper charge, the next billing statement will be adjusted appropriately.

6. Term: This Agreement shall govern services from the date of execution until June 30, 2022, unless terminated earlier under the provisions set forth herein. This contract shall automatically renew thereafter on a Fiscal year basis. All acts and performance prior to execution of this Agreement, but after the effective date of this Agreement, and consistent with this Agreement are hereby ratified and confirmed by the parties.

7. Termination: Either party may terminate this Agreement, without cause, upon thirty (30) days' written notice to the other party.

8. Indemnification

8.1 Mason County shall indemnify and hold harmless Lewis County and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any negligent action or omission of Mason County, its officers, agents, and employees, or any of them related to the services provided under this Agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against Lewis County, Mason County shall defend the same at its sole cost and expense; provided, that, Lewis County retains the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against Lewis County and its officers, agents, and employees, or any of them, or jointly against Lewis and Mason Counties and their respective officers, agents, and employees, or any of them, Mason County shall satisfy the same.

8.2 Lewis County shall indemnify and hold harmless Mason County and its officers, agents, and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any negligent act or omission of Lewis County, its officers, agents, and employees, or any of them related to the services provided under this agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against Mason County, Lewis County shall defend the same at its sole cost and expense; provided that Mason County retains the right to participate in said suit if any principle of governmental or public laws is involved; and if final judgment be rendered against Mason County, and its officers, agents, and employees, or any of them, or jointly against Mason County and Lewis County and their respective officers, agents, and employees or any of them, Lewis County shall satisfy the same.

8.3 In executing this agreement, Mason County does not assume liability or

responsibility for or in any way release Lewis County from any liability or responsibility, which arises in whole or in part from the existence or effect of Lewis County ordinances, rules, or regulations. If any cause, claim, suit, action, or administrative proceeding is commenced in which the enforceability and/or validity of any such Lewis County ordinance, rule, or regulation is at issue, Lewis County shall defend the same at its sole expense and if judgment is entered or damages are awarded against Lewis County, Mason County, or both, Lewis County shall satisfy the same, including all chargeable costs and attorney's fees.

8.4 The terms of Section 8 "Indemnification" shall survive *the* expiration or earlier termination of the Agreement.

9 General Provisions

9.1 **Transportation:** Unless otherwise agreed, Lewis County shall be responsible for the delivery and pickup of Lewis County Inmates.

9.2 **Severability:** If any provision of this Agreement shall be held invalid, the remainder of this Agreement shall not be affected thereby.

9.3 **Remedies:** No waiver of any right under this Agreement shall be effective unless made in writing by the authorized representative of the party to be bound thereby. Failure to insist upon full performance on any one or several occasions does not constitute consent to or waiver of any later non-performance, nor does payment of an invoice or continued performance after notice of a deficiency in performance constitute acquiescence thereto. The parties are entitled to all remedies in law or equity.

9.4 **Entire Agreement:** This Agreement represents the entire understanding of the parties and supersedes any oral representations that are inconsistent with or modify its terms and conditions.

9.5 **Modifications:** All provisions of this Agreement may be modified and amended with the mutual written consent of the parties hereto.

9.6 **Force Majeure:** In the event either party's performance of any of the provisions of this Agreement become impossible due to Force Majeure, that party will be excused from performing such obligations until such time as the Force Majeure event has ended and all facilities and operations have been repaired and/or restored.

9.7 **Contact Person:** The Jailer of each County or his designee is responsible for administering its responsibilities under this agreement.

9.8 **Termination Due to Unavailability of Funds:** The payment of money by Lewis County under any provisions hereto is contingent upon the availability of funds appropriated to pay the sums due pursuant to this Agreement. In the event funding for this Agreement becomes unavailable, withdrawn, reduced, insufficient, or limited in any way, Lewis County shall have the right to terminate this Agreement without penalty and without the sixty (60) day notice period, except for services already provided. Lewis County shall compensate Mason County for offenders housed by Mason County after notice of such termination in the same

manner and at the same rates as if this agreement had not been terminated until Lewis County retakes its offenders.

- 9.9 Notices: Except as otherwise provided in this Agreement, any notice required to be provided under the terms of this Agreement, shall be delivered by certified mail, return receipt requested, or by personal service to the following person:

For Lewis County:

For Mason County:

Lisa Kern-Yearly, Jailer
Mason County Detention Center
702 U.S. 68
Maysville, KY 41056

- 9.10 Fiscal Court Approval: Mason County's obligations under this Agreement are subject to approval by the Mason County Fiscal Court.

- 10 Legal Requirements. Both parties shall comply with all applicable federal, state, and local laws in performing this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement this ___ day of _____, 2019.

ENTERED:

Lisa Kern-Yearly, Jailer
Mason County Detention Center

APPROVED:

Mason County Fiscal Court

Lewis County Fiscal Court