

## **Contract for boarding City of Minot's Inmates**

This agreement is made between Ward County, a political subdivision of the State of North Dakota, hereinafter called the "County" and the City of Minot, a Municipal Corporation and political subdivision of the State of North Dakota, hereinafter called the "City". It is made pursuant to Chapter 54-40.3 and 12-44.1 of the North Dakota Century Code.

The parties agree as follows:

1. Term of Contract: This contract shall commence on January 1, 2024 and end on December 31, 2025. This contract shall be subject to cancellation by either of the parties hereto upon 60 (sixty) days written notice to the other party hereto.
2. Housing of Inmates: The County shall provide for the use of the City, a Jail for the holding of pre trial inmates (being detained to respond to City charges only), sentenced inmates (sentenced by the Municipal Judge only) and individuals being held for detoxification (at the request of the City of Minot authorities only), hereinafter called "inmates" and shall provide all necessary and incidental services associated with the detention of inmates (including but not limited to providing Correctional Officers) when and if the provision of detention services hereunder does not interfere with or hinder the County's ability to house other inmates, as determined in the sole discretion of the appropriate County Officials.
3. Acceptance of Inmates: The County does not guarantee any bed availability under this contract. The acceptance of Inmates is based on the overall health and wellness of such Inmate needing to be housed. An assessment will be made upon entering the County. The Sergeant or his/her designee on duty will be present at the time of entering the County. The Sergeant or his/her designee will make an assessment of the Inmate to determine if the Inmate will be accepted or refused. If an Inmate is refused for any reason it will require a medical clearance. This medical clearance must be signed off by a medical physician stating that the Inmate is medically cleared to be incarcerated. The assessment made by the Sergeant or his/her designee will be based on but not limited to the Inmate's:
  - a. Ability to stand and walk: If an Inmate cannot walk or stand on their own the Inmate will be refused and will require the transporting Officer to get a medical clearance before an acceptance will be granted.
  - b. Alcohol level: If the BAC reading is .300 or greater the Inmate will be refused and will require the transporting Officer to get a medical clearance before an acceptance will be granted.
  - c. Drug consumption: If the Inmate admits to using two (2) or more drugs the Inmate will be refused and will require the transporting Officer to get a medical clearance before an acceptance will be granted.
  - d. Withdrawals: If an Inmate appears to be withdrawing from any type of substance the Inmate will be refused and will require the transporting Officer to get a medical clearance before an acceptance will be granted.
  - e. Open cuts/sores: If an Inmate has an open cut or sore that is deemed to have medical attention the Inmate will be refused and will require the transporting Officer to get a medical clearance before an acceptance will be granted.
  - f. Car Accident: If an Inmate has been in a car accident recently (especially if it happened right before coming into County) the Inmate will be refused and will require the transporting Officer to get a medical clearance before an acceptance will be granted.
4. Compensation for Boarding of Inmates: The City of Minot agrees to pay the County \$75 a day for the housing of their inmates. For Inmates with a charge of Public Intoxication as pursuant to NDCC 5-01-05.1, the compensation will be \$100 per day.

The County will bill the City on a monthly basis. The City will remit payment within 60 days of the City's receipt of an invoice from the County. The City has 30 days from receipt of an invoice from the County to dispute any charge on the invoice. The City shall initiate the dispute by contacting the Ward County Sheriff and Auditor with an explanation of the charge in dispute. The County shall have 30 days from its receipt of the dispute from the City to either verify or correct the charge. If the County fails to respond to the City within 30 days of its receipt of the dispute, the City will not be required to pay the disputed charge. The County shall not bill the City for jail services rendered that are over 90 days old.

5. Mileage: Transportation of an inmate provided by the County to and from Jail shall be reimbursed by the City at the standard mileage rate issued by the Internal Revenue Service (IRS). This charge does not include services of Ward County Personnel in providing such transportation which shall be governed by the following paragraph.
6. Use of County Personnel at other locations: If the City requests or if circumstances require that Ward County Personnel be used to guard or escort an Inmate at a location other than at the Ward County Jail or Courthouse, the County shall be reimbursed for the use of such Personnel at the rate of \$37.00 per County Employee per hour or fraction thereof.
7. Medical expenses of Inmates: The City shall reimburse the County for all medical expenses incurred by the County with respect to an Inmate except for those attributable to medical treatment received by the Inmate at the Jail during Sick Call.
8. Prison Rape Elimination Act (PREA): In accordance with PREA standard, 115.12; Ward County is obligated to comply with PREA standards. At any time during the execution of this Boarding Contract, The City of Minot can verify compliance through various methods (i.e. on-site review, documentation, and review of official audit report (when completed). Failure to comply with PREA and applicable PREA Standards may result in termination of the contract.

This contract is subject to the provisions of the North Dakota Century Code and all rules and regulations promulgated pursuant thereto governing the care and custody of persons detained hereunder. The City agrees to indemnify the County for its costs of defense with regard to any Lawsuit arising out of the County's performance of this contract in the event there is a final adjudication absolving the County and its Employees of any liability with regards to the claims stated in the lawsuit.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Ward County, North Dakota

By \_\_\_\_\_

County Commissioner

By \_\_\_\_\_

Auditor

City of Minot, North Dakota

By \_\_\_\_\_

Mayor

By \_\_\_\_\_

Auditor