

INTERLOCAL AGREEMENT SETTING TERMS FOR ASOTIN COUNTY, WASHINGTON
TO HOUSE PRISONERS FOR THE CITY OF CLARKSTON, WASHINGTON,

This AGREEMENT made and entered into effective January 1, 2015 by and between ASOTIN COUNTY, a municipal corporation of the State of Washington, hereinafter referred to as "County" and the CITY OF CLARKSTON, a municipal corporation of the State of Washington, hereinafter referred to as the "City",

WHEREAS: The County owns and operates a jail, located within the COUNTY on City Property, and;

WHEREAS: The City operates a police department whose officers from time to time arrest or cite persons which may result in jailing of the person cited or arrested, and;

WHEREAS: The City does not own or operate its own jail but does own the land on which the jail is situated and seeks to contract for jail services from the County, and

WHEREAS, the state Interlocal Cooperation Act, Chapter 39.34 authorizes these agreements, and RCW 70.48.090 governs jail agreements between cities and counties.

Now, THEREFORE, It is hereby AGREED to by the parties as follows:

SECTION I

CRITERIA FOR DETERMINING PRISONER STATUS

A. Individuals Arrested for Violations of Clarkston City Ordinances, Misdemeanor or Gross Misdemeanors in City.

For the purposes of this agreement "City Prisoner" means a person arrested by a City police officer or another law enforcement agency on behalf of the City of Clarkston and booked into the Asotin County Jail or housed by the Jail for a misdemeanor or gross misdemeanor, including the violation of Clarkston Municipal Codes, that allegedly occurred within the City of Clarkston. The arrestee will remain the responsibility of the City so long as the arrestee is housed in the Asotin County Jail and completes any sentence imposed by the Court. Filing of felony charges by the County against an incarcerated City prisoner will change the status of the prisoner to County prisoner.

B. Status of Prisoner Conferred by Sheriff or Designee

City Prisoners being booked into the Asotin County Jail shall not be deemed an inmate of that facility until the City prisoner is accepted by the Sheriff or designee at the time of booking. City Prisoners shall remain the responsibility of the City officer until the prisoner is accepted by the Sheriff or his designee as agreed to between the jurisdictions

C. Arrests for Outside Warrants or Agency Assists

Individuals arrested by City officers on behalf of another law enforcement agency (outside warrants or agency assists) where no criminal charges are filed for City criminal offences within the City of Clarkston, will not be deemed a "City Prisoner." Where both the city and the county, or the city and any other agency, have criminal charges pending against an inmate the costs shall be divided equally between the agencies while charges are pending and while the individual is jailed on each agency's warrant or charges. The city shall not be charged where prisoner is held on a Department of Corrections hold.

D. Arrests for Clarkston Municipal Court Warrants

Individuals who are arrested by law enforcement officers in response to a warrant issued by the Clarkston Municipal Court shall be deemed a "City Prisoner", unless there is also a County felony warrant. If there is a County warrant, the detainee will be deemed a County prisoner, unless the County warrant is quashed or the bond paid, and the prisoner is still held on a City warrant. Prisoners on hold from multiple jurisdictions shall have the fees prorated between the contracted jurisdictions.

SECTION II

JAIL AND MEDICAL SERVICES

A. County Policy to Determine Medical Acceptability of Prisoners

The County shall accept for confinement in the jail those persons who are, by jail policy, medically acceptable for confinement and shall furnish the City with jail facilities, booking and custodial services, and with personnel for the confinement of City Prisoners in the same manner as those the County provides for confinement of its own prisoners. The County shall furnish the City

Prisoners with all required and necessary medical and health care services, excluding those optional services not immediately necessary for the preservation of the prisoner's health.

The County will bill the City for medical costs. The County will seek reimbursement from the prisoner, from the State as permitted, or from other third party sources, and credit the City for any payments received from a City prisoner. The County is negotiating with health care facilities to bill the City directly.

In the event a City Prisoner is being held on additional charges from another contracted jurisdiction, the City's responsibility for housing and medical costs attributable to that prisoner shall be prorated between the contracted jurisdictions. Where the prisoner is held on a DOC hold DOC shall be responsible for medical and costs associated with housing the prisoner

B. Asotin County reserves the right to cap prisoner numbers if, in the determination of the Sheriff, the health and safety of prisoners could be at risk. If this occurs, the Sheriff will contact the Asotin County Prosecuting Attorney, and Attorneys for the Cities of Asotin and Clarkston to discuss the removal of lower risk prisoners and criteria for accepting new prisoners.

SECTION III

COMPENSATION TO BE PAID BY THE CITY

The City shall pay the County the following fees for providing custodial services for "City prisoners" when held on City Charges or on a City Warrant. Where the county or other agency has a hold the costs shall be prorated between the jurisdictions,

A.	Cost per day per prisoner For years 2015 & 2016	\$65.56
B.	Cite and release bookings, each	\$30.00
C.	Cite and release bookings, with county hold	\$15.00
D.	Sick Call	\$80.00
E.	Off-site emergency medical\ dental treatment and inmate prescriptions (credit will be given to the city for any reimbursement collected by jail from 3 rd party or prisoner)	actual cost
F.	Transport for Court	-0-

The Parties will negotiate the per prisoner, per day cost every year. For the purposes of this agreement the 2017 per day price negotiations will begin by the County sending a proposal to the City by July 1, 2016, and every year throughout the duration of this agreement. If the City fails to respond by September 1, of any negotiating year, the County's proposal will become the amendment to this agreement, and the price charged beginning January 1, of the following year. If the parties fail to come to agreement by January 1, of any year, the cost of prisoner housing per day will increase by the increase in the consumer price index as of January 1 of the year in which the parties are negotiating not to go below 0% or above 3%.

SECTION IV
BILLING AND BILLINGS DISPUTE RESOLUTION PROCEDURES

A. The Sheriff or designee shall transmit billings to the Chief of Police monthly. Within thirty (30) days after receipt the City shall pay the full amount billed or withhold any portion thereof related to disputed costs and provide the County written notice specifying the amount withheld and the grounds for withholding such amount, together with payment of the remainder of the amount billed.

B. Withholding of any amount billed shall constitute a dispute to be resolved as follows:

1. The Sheriff, County Prosecuting Attorney, Police Chief and City Attorney or their designees shall attempt to resolve the dispute by negotiation. Negotiation meetings may be conducted once per quarter in the months of January, April, July, and October as requested. If negotiations are unsuccessful, the dispute shall be referred to the Mayor of Clarkston and the Chair of the Board of Asotin County Commissioners for settlement. If not resolved by them within thirty (30) days of referral, the Mayor and Chair may by mutual written consent apply to the Superior Court Judge for appointment of a mediator whose decision shall be final and binding on both parties. If mutual written consent to apply for the appointment of a mediator is not reached, either party may seek court action to decide the disputed contract provision.

2. Any amount withheld from a billing (plus interest thereon) determined owed to the County pursuant to the billing dispute resolution procedure described above shall be paid by the City within thirty (30) days of the negotiated resolution, mediated agreement or court finding. If for any reason the County should owe the City money as a result of mediation or court action, the County shall pay the City within 30 days with interest.
- C. Each party may examine the books and records of the other related to the costs associated with incarceration. If an examination reveals an improper charge, the amount shall be applied or deducted to or from the next payment due under the terms of this agreement. Any unused credit, which exists at the termination of this agreement, shall be refunded within thirty (30) days of the date of termination.
- D. **Billing Statements.**
The County shall provide a billing statement each month in accordance with section IV A.

SECTION V

TERM

This agreement is intended to be effective beginning January 1, 2015 through December 31, 2033 and shall run concurrent with the jail lease signed in 1983. This contract may only be terminated by mutual agreement unless prohibited by statute and then only with (90) days written notice to the governing units involved by certified mail with return receipt to the addresses set forth below. If this agreement is terminated by either party then the lease signed in 1983 for the jail shall also terminate. The parties recognize that many of the provisions of the jail lease effective as of 1983 are no longer applicable, especially with regard to those provisions regarding dispatch. Any provision in said lease which conflicts with the provisions herein shall be preempted by this agreement. In all other respects the lease of 1983 shall remain effective.

SECTION VI
INDEMNIFICATION

A. The County shall defend, indemnify, and hold harmless the City, its agents, employees and officers from any and all liability arising out of the County's performance of this agreement, whether by act of omission of the County, its agents, employees, or officers. Such liability shall include but not be limited to, intentional acts, negligence, and violations of prisoner's constitutional rights or of local jail standards.

B. The City shall defend, indemnify and hold harmless the County, its agents, employees and officers from any and all liability arising out of the City's performance of this agreement, whether by act or omission of the City, its agents, employees, and officers from any and all liability arising out of the City's performance of this agreement, whether by act or omission of the City, its agents, employees, or officers. Such liability includes, but is not limited to, false arrest and false imprisonment.

C. Each party agrees to procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the actions of the City or its employees or agents. Insurance is to be placed with insurers with a current A.M. Best rating not less than A: VII. Each party shall obtain Commercial General Liability (CGL) insurance with minimum limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate covering errors and omissions, automobile liability and police professional liability. Each party shall name the other party as an additional insured under the other party's CGL insurance coverage. Each party agrees to provide evidence of insurance coverage in the form of a certificate of insurance and/or letter from a solvent self-insured risk pool, which is sufficient to satisfy the insurance obligations set forth in this Section C.

D. The provisions of Sections A. and B. shall survive any termination or expiration of this agreement.

E. The coverage evidenced in section C. may not be sufficient to cover all liability losses and related claim settlement expenses. Evidence of these limits of coverage does not relieve the parties from liability for losses and/or settlement amounts greater than these limits.

**SECTION VII
MODIFICATION**

This agreement may be modified by mutual agreement and only in writing. Proposed modifications may be made in writing with the other party having 30 days to respond. Proposed modifications may be proposed at the quarterly meeting and resolved in the same manner as set forth above in Section IV, paragraph (B)(1), page 4. The parties are encouraged to include the City of Asotin in any modification discussions.

**SECTION VIII
ENTIRE CONTRACT**

This agreement represents the entire understanding of the parties and supersedes any oral representations that are inconsistent with or modify its terms and conditions. This agreement also rescinds or modifies any previous agreement this conflicts, modifies or does not appear in this agreement.

**SECTION IX
SEVERABILITY**

The provisions of this Interlocal Agreement are severable, and if any portion is found to be unenforceable, the remainder of the Resolution shall not be affected.

**SECTION X
CONTACTS**

The parties will exchange 24 hour emergency contact information.

Notices referenced above shall be mailed to:

For the County

Asotin County Commissioners
P.O. Box 250
Asotin, WA 99402

For the City

Clarkston Mayor
829 5th Street
Clarkston, WA 99403

COUNTY OF ASOTIN
Brian Shinn
Brian Shinn, Chairman

CITY OF CLARKSTON
Monika Lawrence
Monika Lawrence, Mayor

ATTEST:

Vivian Bly, Clerk of the Board
date: _____

Vickie Storey
Vickie Storey, City Clerk
date: 1-15-16

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Jane Bremner Risley
Jane Bremner Risley,
Deputy Prosecutor

Todd Richardson
Todd Richardson
City Attorney