

INTERLOCAL AGREEMENT
BETWEEN GRAYS HARBOR COUNTY AND THE CITY OF MCCLEARY
for Jail Services

In accordance with the Interlocal Cooperation Act (Chapter 39.34 RCW) and the City and County Jail Act (Chapter 70.48 RCW, as amended), Grays Harbor County, a political subdivision of the State of Washington (the "County") and the City of McCleary (the "City"), in consideration of the payments, covenants and agreements hereinafter mentioned, to be made and performed by the parties, do covenant and agree as follows:

1. DEFINITIONS. Unless the context clearly shows another usage is intended, the following terms shall have these meanings in this contract:
 - 1.1 "City Prisoner" means a person booked into or housed in the Jail when a City charge is a basis for booking or confining that person. A City charge is a basis for booking or confining a person where one or more of the following applies, whether pre-trial or post-trial:
 - 1.1.1 The person is booked or confined by reason of violating or allegedly violating a City Ordinance;
 - 1.1.2 The person is booked or confined by reason of a Court warrant issued by the City's Municipal Court;
 - 1.1.3 The person is booked or confined by reason of violating or allegedly violating state statute punishable as a misdemeanor or gross misdemeanor;
 - 1.1.4 The person is booked or confined by reason of a Municipal Court order.
 - 1.1.5 The person is booked or confined for any of the foregoing, in combination with other charges by reason of a warrant of other governments, or a State court of competent jurisdiction for a felony charge, whether alone or in combination with non-felony charges.
 - 1.2 "Jail" means a place primarily designed, staffed, and used for the housing of adults charged with a criminal offense; for the punishment, correction, and rehabilitation of offenders after conviction of a criminal offense, or for confinement during a criminal investigation or for civil detention to enforce a court order. Upon the date of execution of this agreement, Jail includes the Grays

Harbor County Jail, and any Community Corrections Program, such as Work Release, Electronic Home Detention, Work Crews, operated by the County directly or pursuant to contract.

- 1.3 The first "Prisoner Day" means confinement for more than two (2) hours measured from the time such prisoner is first presented to and accepted by the Jail or pursuant to the authority of the City until the prisoner is released, provided that an arrival on or after ten (10) o'clock p.m. and continuing into the succeeding day shall be considered one day. The second and each subsequent Prisoner Day means confinement for any portion of a calendar day after the first Prisoner Day. The County shall make every reasonable effort to release a prisoner as expeditiously as possible after the County has received notification of a court order to release.
 - 1.3.1 If either party notifies the other in writing that program or administrative requirements relating to the Jail are causing or will cause an inequitable burden on either party, or that new technologies and methods relating to more equitable distribution of prisoner confinement costs have become or will become available, the parties shall meet to discuss changes to the above definition of Prisoner Day.
2. JAIL AND HEALTH SERVICES. The County shall accept for confinement in the Jail those persons who are City Prisoners as defined in Section 1.1 and shall furnish the City with Jail facilities, booking, and custodial services, and personnel for the confinement of City Prisoners at least equal to those the County provides for confinement of its own prisoners. The County shall furnish to the City all Jail medical and health care services required to be provided pursuant to federal or state law and regulations promulgated thereto.
 - 2.1 Notwithstanding the foregoing provisions, the County Sheriff shall have the right to refuse to accept for confinement any City Prisoner in the event that acceptance of said prisoner or prisoners, in the sole and exclusive judgment of the County Sheriff, will result in overcrowding of the jail, or otherwise present an unreasonable risk of harm to other prisoners housed in the Jail.
3. AGREEMENT TERM. This contract shall take effect upon execution by both parties. No part of this contract shall be applied retroactively. This contract shall extend to December 31, 2002 and shall automatically renew from year to year thereafter unless terminated pursuant to the terms and conditions of this contract.
4. PRISONER BEHAVIOR. All prisoners or inmates housed pursuant to this agreement shall obey all laws, regulations, and local procedures required of all prisoners housed in the Grays Harbor County Jail.
5. RELEASE. City Prisoners who have not completed their full term of confinement will not be released except upon written orders from the City's municipal court unless release

is authorized by another provision of this agreement, or as ordered by a court of competent jurisdiction.

6. COMPENSATION.

- 6.1 The City will pay the County a maintenance charge of sixty-five dollars (\$65.00) for each Prisoner Day. A twenty-five dollar (\$25.00) booking fee will be charged for any City Prisoner booked and confined for less than one (1) Prisoner Day. Where the person is booked in combination with non-City charges, then the maintenance charge paid by the City shall be apportioned to an amount that represents the percentage of City charge(s) to the total charges booked.
- 6.2 The County shall transmit billings to the City monthly. Within thirty (30) days after receipt, the City shall pay the full amount billed or withhold a portion thereof and provide the County written notice specifying the total amount withheld and the grounds for withholding such amount, together with payment of the remainder of the amount billed (if any amount remains).
- 6.3 Withholding of any amount billed shall constitute a dispute, which shall be resolved as follows:
 - 6.3.1 The representatives designated in Section 13 of this contract, or their designees shall attempt to resolve the dispute by negotiation. If such negotiation is unsuccessful but in no case later than thirty (30) days following receipt by the County of the written notice described in subsection 6.2 above, the City shall appeal in writing to the Grays Harbor County Sheriff, who may consult with the Board of County Commissioners, shall render a decision in writing to be transmitted by mail to the City.
 - 6.3.2 The decision of the Sheriff shall be final and conclusive unless the City, within thirty (30) days of receipt of said decision, appeals in writing to the Chairman of the Grays Harbor County Board of Commissioners, for settlement in accordance with section 15 of this contract. In the event no appeal is filed as provided herein, the Sheriff's decision is binding on the parties and shall not be subject to legal question either directly or collaterally.
- 6.4 If the City fails to pay a billing within sixty (60) days from date of billing, the City shall be deemed to have voluntarily waived its right to house City Prisoners in the Jail and will remove City Prisoners already housed in the Jail within thirty (30) days. Thereafter, the Jail shall accept no further City Prisoners until all outstanding bills are paid.
- 6.5 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. Disputes on matters related to this contract which are revealed by an audit shall be resolved under Section 15.

7. MEDICAL CARE.

- 7.1 The City will pay and be responsible for all medical, pharmaceutical, surgical and hospital services furnished to prisoners housed hereunder, including but not limited to costs of transportation, and necessary custodial supervision of said prisoner or prisoners while outside the Jail facility. In the case of an emergency requiring immediate medical assistance, and resulting in emergency medical expenses, the City shall be notified as soon as practicable.
- 7.2 Whenever practicable, the City will be billed directly by the medical care provider for all medical expenses incurred hereunder. In all other cases, such medical cost or expenses will be billed in the same manner, and subject to the same requirements and rights as monthly invoices for prisoner housing provided in this agreement.
- 7.3 Should the County be charged for hospitalization costs for City prisoners, excluding costs reimbursable from another jurisdiction, both parties agree that said charges shall be paid by the City in the same manner, and subject to the same requirements and rights as monthly invoices for prisoner housing provided in this agreement. If an impasse is reached then the process outlined in Section 15 of this contract will be followed.
- 7.4 The County shall not incur any non-medical expenses without prior approval of the City's chief of police.

8. TRANSPORTATION. The City shall provide for all of the transportation needs of the prisoners under this contract without cost to the County. Such transportation shall include, but not be limited to necessary court appearances, transportation ordered by a court of competent jurisdiction to state hospitals, veterans hospital, or for psychiatric evaluations, and for any medical emergency situation. In addition, the City shall provide for all of the transportation needs of a prisoner whenever the sheriff deems it necessary to transport a City prisoner for a medical necessity. In the event the County transports a City Prisoner pursuant to this agreement, the City shall reimburse the County for all costs incurred. Such transportation costs shall include mileage at the then current County equipment rental, and revolving rate, labor and overhead (overhead to be equal to 0.5 x labor). No transportation of any City Prisoner subject to this agreement shall be made by the County in the absence of the express agreement of the City's agent above named, unless there is a medical emergency, or court order.

9. CUSTODY TRANSFER. City Officer(s) placing an arrested person in the custody of the Jail pursuant to this contract shall remain in the immediate presence of the arrested person, and will be considered to have such person in their sole custody until the Jail booking officer audibly informs the City Officer(s) that the City Prisoner booking is complete, and at such time, and only at such time, will the Jail be deemed to have accepted confinement of said City Prisoner.

10. INDEMNIFICATION. The County shall indemnify and hold harmless the City 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 the County, its officers, agents, and employees, or any of them, in performing services pursuant to this agreement.

10.1 In the event that any suit based on such a claim, action, loss, or damage is brought against the City, the County shall defend the same at its sole cost and expense; provided that, the City 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 the City and its officers, agents, and employees, or any of them, or jointly against the County and the City and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.

10.2 The City shall indemnify and hold harmless the 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 the City, its officers, agents, and employees, or any of them, in performing services pursuant to this agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against the County, the City shall defend the same at its sole cost and expense; provided that, the 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 the County and its officers, agents, and employees, or any them, or jointly against the County and City and their respective officers, agents, and employees, or any of them, the City shall satisfy the same.

10.3 In executing this agreement, the County does not assume liability or responsibility for or any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of city 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 city ordinance, rule or regulation is at issue, the City shall defend the same at its sole expense and if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and attorney's fees.

11. AMENDMENT AND TERMINATION. The provisions of this agreement may be amended by the mutual written agreement of the City and County. Either City or County may cancel this agreement by giving thirty (30) days written notice to the other of such cancellation. All such written notices provided herein shall be made to the address indicated below.

CITY: Mayor's Office
City of McCleary
100 South 3rd
McCleary, Washington 98557

COUNTY: Grays Harbor County Sheriff
100 West Broadway, Suite 3
P.O. Box 630
Montesano, WA 98563

A termination notice shall state the grounds for termination and the specific plan for accommodating the affected jail population. This section shall only affect or apply to billings, billing disputes, or cessation of the City's right to use the jail pursuant to this contract.

12. NONDISCRIMINATION/EQUALITY OF EMPLOYMENT OPPORTUNITY. The County will provide equal employment opportunity in administering this contract, in implementing this contract, and in administering the jail, and prohibit discriminatory treatment; any charges referred by the City to the County will be processed promptly.
13. CONSULTATION. The City and the County shall designate representatives for the purpose of administering this contract, and shall notify the other in writing of its designated representatives. Each party may change its designated representatives upon notice to the other. Each party will consult with the other's appropriate designated representatives in preparing annual calculations for determining costs, fees, and charges and before adopting any changes in policies, practices, or procedures which may affect the responsibilities of the other and will try to resolve disputes through their designated representatives.
14. ASSURANCE. The County represents and assures the City that no other city or town has or will receive more favored treatment under a contract with a county in the care and treatment of its prisoners, detention facilities provided, or in charges assessed than provided under this contract to City prisoners and the charges made to the City under this contract. If advantages are provided prisoners of another city or town or to prisoners to the County, like advantages shall be extended to City prisoners; and if lower rates are provided in any contract with another city or town, such reduced charges shall be extended to the City under this contract. This section shall not apply to temporary service contracts of less than twelve (12) months duration; provided that such temporary service contracts shall not cause the City to pay more in maintenance charges and rates that are provided for the same services in this contract.
15. DISPUTES. Disputes that cannot be resolved by the representatives designated herein or billing disputes shall be referred to the Chief Executive Officer of the City and the Chairman of the County Board of Commissioners for settlement. If not resolved by them within thirty (30) days of the referral, the Chief Executive Officer and the Chairman of the County Board of Commissioners by mutual written consent may apply to the presiding judge of the Grays Harbor County Superior Court for an appointment of an arbitrator whose decision shall be final and binding on both parties. If mutual written consent to apply for the appointment of an arbitrator is not reached, either party may seek court action to decide the disputed contract provision.

Each party shall pay one-half (1/2) of the arbitrator's fees and expenses. Each party shall be entitled to specific performance of this contract as long as any term of this contract and/or a repayment obligation under RCW 70.48.090 restricts its termination. If either party prevails in a court action to enforce any provision of this contract, it shall be awarded reasonable attorney's fees to be based on hourly rates for attorneys of comparable experience in the community.

16. ANCILLARY MATTERS. This contract reserves in each party the power to establish a temporary holding facility during a riot or civil disobedience, to establish group homes or other care or rehabilitation facilities in furtherance of a social service program, and to comply with a final order of a federal court or a state court of record for the care and treatment of prisoners.

16.1 Both parties shall cooperate and assist each other toward procuring grants or financial assistance which may be available to provide services under this contract.

16.2 If any provision of this contract other than Section 13 shall be held invalid, the remainder of this contract shall not be effected thereby, if such remainder would then continue to serve the purposes and objectives of both parties.

17. ENTIRE CONTRACT. This contract represents the entire understanding of the parties and supersedes all oral representations that are inconsistent with or modified by its terms and conditions. The parties hereto specifically waive any rights, causes or claims arising from or related to any preceding contract for jail services between the parties as they relate to billings, definition of prisoners, definition of prisoner day, audit findings, or any other dispute relating to the establishment or administration of the billing system; provided nothing contained herein shall affect or modify any past, present, or future right or obligation of either party pursuant to Section 10; provided further as condition precedent to the entry and effect of this contract, all billings and charges arising under any preceding contract for jail services shall be current.

Approved and Accepted this 27th day of March, 2002.

CITY OF MCCLEARY

APPROVED AS TO FORM:


MAYOR


CITY ATTORNEY

ATTEST:


CITY CLERK

BOARD OF COMMISSIONERS FOR
GRAYS HARBOR COUNTY

absent

BOB BEERBOWER

Dennis Morrissette

DENNIS MORRISSETTE

Dan Wood

DAN WOOD

ATTEST:

Sandra Daniels

CLERK OF THE BOARD

APPROVED AS TO FORM:

PROSECUTING ATTORNEY

ADDENDUM TO CONTRACT FOR JAIL SERVICES

This Addendum to the existing contract for jail services has been entered into this 9th day of December, 2003 between the City of M. Cleary (hereinafter referred to as "City") and Grays Harbor County (hereinafter referred to as "County"). In consideration of mutual promises of the parties, the City and County agree as follows:

1. Prepayment:

The City may prepay for incarceration of its prisoners at the established reimbursement rate discounted by 10 percent. The County agrees that as long as the City has prepaid incarceration days remaining, it will accept any prisoner from the City.

It is understood that the acceptance of inmates must still be in compliance with Grays Harbor County Sheriff's Department policy concerning booking procedures and requirements that the prisoner be physically and medically fit for incarceration.

2. Term of Addendum

This addendum is effective upon approval by both parties. This Addendum may be terminated by either party by giving thirty (30) days written notice to the other of such cancellation. All such notices shall be mailed to the addresses indicated below.

City:

City of M. Cleary
Mayor's Office

Wallace Bentley

County:

Grays Harbor County Sheriff's Department
P O Box 630
Montesano, Washington 98563

If upon notice of termination there are City inmates that have incarceration days remaining that are unpaid, the City shall include a specific plan for accommodating the affected jail population in its notice of termination.

This Addendum shall also terminate upon the termination of the underlying jail services contract between the parties. Upon termination of either this Addendum, or the underlying jail services contract, remaining prepaid incarceration funds, after deduction for incarceration days expended against said fund, shall be refunded to the City without interest. If termination is solely the result of the expiration of the underlying jail services contract, and the parties renew or execute a new contract upon termination, then any remaining prepaid incarceration funds may be carried over into the following year's contract.

Wallace G. Buntley
Mayor, City of Mt. Clear

BOARD OF COMMISSIONERS
GRAYS HARBOR COUNTY

Dennis Morrisette
Dennis Morrisette, Chairman

Bob Beerbower
Bob Beerbower, Commissioner

Albert A. Carter
Albert A. Carter, Commissioner

Attest:

City Clerk, City of _____

Attest:

Donna Caton
~~Sandra Daniels~~, Clerk of the Board