

C-2017-02

Agreement # NP2017-6

INTERLOCAL GOVERNMENTAL CONTRACT

FOR

JAIL SERVICES

BETWEEN

THE CITY OF NEWPORT, WASHINGTON

AND

PEND OREILLE COUNTY

January 1, 2017 - December 31, 2019

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This contract is made and executed this 13th day of March, 2017, by and between the City of Newport, Washington and Pend Oreille County, Washington.

ARTICLE I

PURPOSE OF CONTRACT / AUTHORITY

1. Pend Oreille County has an established 24 hour jail facility. The parties believe it is in the public interest to make these services available to the City of Newport on a contractual basis as set forth herein.
2. The Revised Code of Washington 39.34, the Interlocal Cooperation Act, encourages governmental units to share existing services, thereby minimizing the cost of providing these services. Further, RCW 70.48.090 provides a framework outlining the responsibilities of the parties when contracting for the specific services set forth in this agreement.

ARTICLE II

PART I

JAIL SERVICES

Pend Oreille County will provide jail services to adequately detain prisoners placed under arrest either directly by City officers, or by any other law enforcement agency making an arrest for crimes or violations alleged to have occurred within the City limits.

PART II

COSTS AND PAYMENTS FOR JAIL SERVICES

1. The City agrees to pay Pend Oreille County at the following rates:
 - a. For Calendar year 2017 - \$58,570
 - b. For Calendar year 2018 - \$59,741
 - c. For Calendar year 2019 - \$60,936

The City will remit payment monthly.

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PART III

CITY ADMINISTRATIVE BOOKING AND RELEASING REQUIREMENTS

The parties agree the following administrative booking and releasing rules, regulations and/or terms will be observed in booking and committing prisoners to the Pend Oreille County Jail:

- a. That the copies of all arrest reports, citations and other pertinent information regarding the individual being booked will be presented to the jailer by the arresting officer immediately after the prisoner is received by the County Jail;
- b. City prisoners committed to the Pend Oreille County Jail will be subjected to the same rules and regulations required of other prisoners in the Jail;
- c. The County agrees that all City confined prisoners that are directed to appear before a court, will be escorted and monitored by the Pend Oreille County Sheriff's Office at no additional cost to the City.

PART IV

EMERGENCY MEDICAL OR NECESSARY HEALTH CARE

Pursuant to the Revised Code of Washington, Section 70.48.130, Health and Safety, all City prisoners confined in the Pend Oreille County Jail pursuant to the terms of this contract shall receive those medical services provided to the other Pend Oreille County inmates. The County, in conjunction with providing medical services, has the full authority to order City prisoners having health care needs to existing public or private health care facilities. The Pend Oreille County Sheriff will attempt to obtain prior approval from the City for all referrals to either public or private health care providers unless the jail staff or its medical director determines that an emergency exists, in which instance no prior approval will be necessary. In general, any and all medical expenses incurred under the provisions of this paragraph including medical expenses necessitated by a City prisoner inflicting harm upon himself or herself, including physicians and all hospital and clinic costs, shall be the sole responsibility of the City and not the County. However, medical expenses incurred as the result of an accident within the jail facility while the City prisoner is in custody shall be the responsibility of the County.

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PART V

DISPUTE RESOLUTION

It is the intent and purpose of all parties to this contract to negotiate the herein services in good faith and to provide for reasonable terms and conditions and equitable costs. In the event that the City and the County are unable to reach an agreement for disputes pertaining to the terms and conditions of this contract, the matter may be submitted by either party for binding arbitration. The City and County shall each select one arbitrator, the two of whom shall pick a third arbitrator. Except for the specific terms and/or conditions in dispute, all other terms and conditions outlined in this contract shall remain in full force and effect throughout the duration of this contract.

PART VI

HOLD HARMLESS

1. The City shall defend, indemnify and hold harmless the County, its agents, employees, officials and officers from any and all liability and/or losses and damages including, but not limited to, attorney's fees, costs, and all other damages for all acts and omissions of the City, its officials, agents, employees or officers, including, but not limited to, liability arising out of an unlawful or claim of unlawful arrest and/or detention of prisoners, under this contract, by the City, or any other claim arising out of performance of this contract which claim results or is alleged to result from or alleged to be connected in any manner whatsoever from any act or omission by the City, its agents, employees or officers, but not under any circumstances for any acts or omissions of the County its agents, employees, and officers over which the City exercises no direction or control. The liability for which the City shall defend, indemnify and hold harmless, as described above, shall include, but not be limited to, false arrest, false imprisonment and violations of prisoners' constitutional and/or civil rights based on acts or omissions of the City. Further, the City specifically agrees to pay on demand, any reasonable costs or legal fees required to establish the County's right to indemnification.
2. The County agrees to defend, indemnify, and hold harmless the City, its officials, officers, agents, and employees from any and all liability and/or losses and damages including, but not limited to, attorney's fees, costs, and all other damages for all acts and omissions of the County, its officials, agents, employees or officers, including, but not limited to, liability

arising out of an unlawful or claim of unlawful arrest and/or detention of prisoners, under this contract, by the County, or any other claim arising out of performance of this contract which claim results or is alleged to result from or alleged to be connected in any manner whatsoever from any act or omission by the County, its agents, employees or officers, but not under any circumstances for any acts or omissions of the City, its agents, employees, and officers over which the County exercises no direction or control. The liability for which the County shall defend, indemnify and hold harmless, as described above, shall include, but not be limited to, false imprisonment and violations of prisoners' Constitutional and/or Civil rights based on acts or omissions of the County. Further, the County specifically agrees to pay on demand, any reasonable costs or legal fees required to establish the City's right to indemnification.

PART VII

GENERAL COMPONENTS

1. This contract shall not be construed as or deemed to be a contract for the benefit of any third party or parties and no third party or parties shall have any right of action hereunder for any cause whatsoever.
2. No agent, employee, or representative of the City shall be deemed to be an employee, agent, or representative of Pend Oreille County for any purpose whatsoever.
3. No agent, employee or representative of Pend Oreille County shall be deemed to be an employee, agent or representative of the City for any purpose whatsoever.
4. Each party agrees to aid and assist the other in accomplishing the objectives of this contract.
5. This contract supersedes all prior agreements and contracts for jail services.

PART VIII

MODIFICATION / TERMINATION

1. Changes or modifications to this contract may only be made upon mutual agreement by the parties, in writing, signed and attached hereto.
2. This contract may be terminated by the City, the Pend Oreille County Sheriff, or the County only with cause, provided that the party requesting termination gives ninety (90) days written notice of its intent to terminate. In the event of termination by any of the parties, the City

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shall remove, at its own cost and liability, all City prisoners detained in the Pend Oreille County Jail, prior to the effective termination date.

3. Renegotiations should begin not later than one-hundred-sixty (160) days prior to the expiration of this contract (approximately July 23rd).

ARTICLE IV

EFFECTIVE DATE OF CONTRACT

This is a three (3) year contract and shall be in full force and effect from January 1, 2017 through December 31, 2019.

IN WITNESS WHEREOF, the parties have executed this contract by reason of the authorization obtained by them as required by the laws governing their respective jurisdiction and powers.

PEND OREILLE COUNTY BOARD OF COMMISSIONERS



Karen Skoog, Chair



Stephen Kiss, Vice-Chair



Mike Manus, Member

ATTEST:

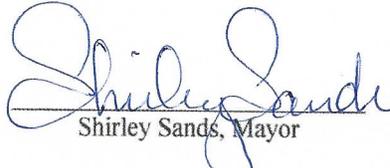


Rhonda Cary, Clerk of the Board



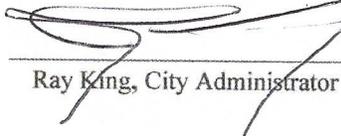
Alan Botzheim, Sheriff

CITY OF NEWPORT



Shirley Sands, Mayor

ATTEST:



Ray King, City Administrator

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