

Interlocal Government Contract

Between

CITY OF CAMAS, State of Washington

And

**SKAMANIA COUNTY
for
JAIL SERVICES**

SEP 27 2004

In accordance with the Interlocal Cooperation Action (RCW, Ch. 39.34) and the City and County Jails Act (RCW, Ch. 70.48, as amended), Skamania County, a municipal corporation and legal subdivision of the State of Washington (the "County") and the City of CAMAS (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:

ARTICLE I

DURATION

OCTOBER 30, 2003



This contract shall take effect on ~~July 10, 2003~~, and shall automatically renew from year to year thereafter unless terminated pursuant to the terms and conditions of this Contract or as it may be amended by the parties.

ARTICLE II

APPLICABLE LAW/VENUE

This Agreement has been and shall be construed as having been made and delivered in the State of Washington, and it is mutually agreed and understood by both parties that this Agreement shall be governed by the laws of the State of Washington. Venue shall be in Skamania County, Washington.

ARTICLE III

AMENDMENTS

No amendment or modification of this Agreement may be made unless such amendment or modification is written and executed by both parties.

ARTICLE IV

MODIFICATION / TERMINATION / ARBITRATION

Each party to this Contract agrees that the rate scheduled included herein will be renewed

annually on or before July 10 of each year. Any proposed changes will be presented, in writing at least 45 days prior to that date, to allow both parties to fully discuss the proposed changes.

If an agreement as to the levels of compensation within an interlocal agreement or contract for jail services cannot be reached between the respective law enforcement officials then a designated City Officer and the County Commissioners will attempt settlement. If unsuccessful, then either party may invoke binding arbitration, as allowed by law per RCW 39.34.180, on the compensation issue by written notice to the other party. In the case of nonrenewal of an existing contract or interlocal agreement, the notice must be given 120 days prior to the expiration of the existing contract or agreement and the existing contract or agreement remains in effect until a new agreement is reached or until an arbitration award on the matter of fees is made. The City and County each select one arbitrator, and the initial two arbitrators pick a third arbitrator who will so arbitrate pursuant to the American arbitration rules for arbitration.

Per RCW 70.48.090, the contract may be terminated only by 90 days' written notice. Any notice must state the grounds for termination and the specific plans for accommodating the affected jail population.

ARTICLE V

INDEMNIFICATION

1. The City of Camas shall indemnify and hold harmless the County, 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 action or omission of the City, its officers, agents, and employees, or any of them, in arresting, detaining, charging, prosecuting, or transporting persons subject to incarceration under this Agreement.

In the event that any suit based upon such a claim, action, loss, or damages shall be brought against the County, the City shall defend the same as 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 a final judgment is rendered against the County, and its officers, agents, and employees, or any of them, of jointly against the County and the City and their respective officers, agents, and employees, or any of them, the City shall satisfy the same.

2. The County shall indemnify and hold harmless the City, 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 action or omission of the County, its officers, agents, and employees, or any of them, in accepting City prisoners, providing booking and screening functions, furnishing all jail and on site health services, transporting City prisoners or injuries which may occur while incarcerated in a Skamania County facility.

In the event of any suit based upon 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 government or public law is involved; and if final judgment be rendered against the City and the County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.

ARTICLE VI

JAIL SERVICES

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

ARTICLE VII

COST AND PAYMENT FOR JAIL SERVICES

The City agrees to make payment for adult City prisoners booked into and/or incarcerated in the Skamania County Jail as follows:

1. The Per Day Cost for each prisoner will be \$45.00.
2. Additional necessary cost incurred for a prisoner will be itemized separately from that of the per day cost or medical cost. With the exception of an emergency, Skamania County will make reasonable efforts to obtain pre-authorization from City prior to incurring any additional cost.
3. Daily Costs. For purposes of determining prisoner cost, any portion of the first incarceration day shall be billed as a full day; the second and subsequent incarceration day shall be billed as follows: Six (6) hours or less, not cost. Over six (6) hours is counted as a full day.
4. The incarceration day begins at the time a prisoner is booked in the Skamania County facility.
5. Emergency Medical and Necessary Health Care. Pursuant to the Revised Code of Washington, RCW 70.48.130, entitled Health and Safety, all City prisoners confined in the Skamania County Jail pursuant to the terms of this Agreement, shall receive those medical services provided to other Skamania County inmates. The County, in conjunction with providing medical services, has full authority to order City prisoners having health care needs to existing public or private health care facilities. The Skamania County Sheriff or designee will attempt to obtain prior approval from the City for all referrals to either public or private health care providers, unless, the jail or medical staff determines that an emergency exists, in which instances no prior approval will be necessary. Any and all medical expenses incurred under the

provisions of this paragraph, which are not performed by medical staff upon contract with the County, or paid by the Department of Social and Health Services ("DSHS"), including all physicians, dental, hospital, and clinic costs, shall be the sole responsibility of the City, not the County.

ARTICLE VIII
BILLING

Skamania County will bill the City monthly, and the City will remit payment within thirty (30) days after receipt of the monthly billing.

- 1. Financial responsibility shall be as follows:
 - A. The City agrees that it will pay prisoner costs as provided for in this Contract.

DATED THIS 30th day of October, 2003.

CITY OF CAMAS

By: [Signature]
Dean Dossett, Mayor

Attest: [Signature]
Joan A. Durgin, Clerk

Approved as to form:
[Signature]
Roger D. Knapp, City Attorney

SKAMANIA COUNTY

By: [Signature]

[Signature]
Commissioners

Approved as to form:
[Signature]
Attorney