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Clark County, WA

CITY OF BATTLE GROUND

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33.00

Interlocal Governmental Contract

Between

City of BATTLE GROUND, State of Washington

and

Clark County for Jail Services and Correction Services

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

PURPOSE OF CONTRACT / AUTHORITY

Chapter 308, the 1996 laws of Washington, state that each city and town is responsible for the prosecution, adjudication, sentencing, and incarceration of misdemeanors and gross misdemeanor offenses committed by adults in their respective jurisdictions and referred from their respective law enforcement agencies whether filed under state law or city ordinance. Cities may elect to carry out these responsibilities by entering into interlocal agreements to provide these services. Clark County has an established jail facility and corrections department capable of providing these services.

ARTICLE II

DURATION

This Contract shall effect on January 1, 1997, and shall automatically renew from year to year thereafter unless terminated pursuant to the terms and conditions of this Contract or amended by the parties.

ARTICLE III

ADMINISTRATION OF AGREEMENT

No new or separate legal or administrative entity is created to administer the provisions of this Agreement.

ARTICLE IV

PROPERTY

All equipment, property, or improvements used to effectuate this agreement shall become the sole property of the party who provided the equipment, property, or improvement.

ARTICLE V

INTERPRETATION

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 Clark County, Washington.

ARTICLE VI

AMENDMENTS

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

ARTICLE VII

MODIFICATION / TERMINATION / ARBITRATION

Each party to this Contract agrees that the rate schedule attached to this Contract as Appendums A and B will be renewed annually on or before September 15 of each year and any



proposed changes will be presented at a time 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 gross misdemeanor and misdemeanor services cannot be reached between a designated City Officer and the County Finance Director, then either party may invoke binding arbitration on the compensation issued by notice of the other party. In the case of nonrenewal of an existing contract or interlocal agreement, the notice must be given one hundred twenty 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.

ARTICLE VIII

INDEMNIFICATION

1. The City 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 brought against a 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 a final judgment is rendered against the County, and its officers, agents, and

employee, or any of them, or jointly against the County and the City and their respective officers, agents, and employee, or any of them, the City shall satisfy the same.

2. The County shall indemnify and hold harmless the City, its officers, agents, and employee, 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 health services, transporting City prisoners or injuries which may occur while incarcerated in a Clark 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 governmental or public law is involved; and a final judgment be rendered against the City, and its officers, agents, and employee, or any of them, or jointly against the City and the County and their respective officers, agents, and employee, or any of them, the County shall satisfy the same.

ARTICLE IX

JAIL SERVICES

Clark 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 X

COST AND PAYMENT FOR JAIL SERVICES

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

1. Per Day Cost. See Addendum A attached hereto and incorporated herein.
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, Clark 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, no 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 Clark 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 Clark County Jail pursuant to the terms of this Agreement, shall receive those medical services provided to other Clark 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 Clark County Sheriff's Department Sheriff 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 physician, dental, hospital, and clinic costs, shall be the sole responsibility of the City, not the County.

ARTICLE XI

CORRECTION SERVICES

The Corrections Department is responsible for pre-trial investigations of offenders, supervision of offenders released from jail pending trial, pre-sentence investigations, sentencing recommendations, misdemeanor probation supervision, offender work crews, electronic home confinement, offender employment assistance, alcohol education programs for those convicted of driving while intoxicated, anger control workshops, and general law and justice planning support.

ARTICLE XII

PROGRAMS

The following programs are used by the court for misdemeanor and gross misdemeanor offenders. This service is set forth in the programs to satisfy either court mandated functions or post sentence incarceration alternatives.

1. Pretrial Release. Pretrial Release addresses the provision that any person arrested must be held by the least restrictive means possible until disposition of the offender's case. It provides District and Superior Courts with verified information so that appropriate release decisions can be made in a timely fashion. In addition to serving as a conduit of information to the Courts and to attorneys, the program monitors all offenders placed on Supervised Release, a program subfunction, until the offender is sentenced.



Pretrial offenders are interviewed by Corrections staff to determine appropriateness for release on own recognizance or supervised release. Those that are released promise to make all of the required court appearances and adhere to specific conditions. [Cost per case is attached as Addendum B.]

2. Probation. Probation provides pre-sentencing information to the Court, which enables the judge to tailor sentences that balance the risk to the community, punishment and the needs of the offenders. This program also monitors compliance with the court-ordered conditions of probation and enforces court orders.

When a defendant is placed on probation they are classified as high risk. As their compliance with conditions is monitored, their classification status is changed to meet their risk level. Proper monitoring according to risk level increases chances of positive completion. [Cost per case is attached as Addendum B.]

3. Work Crew and ACS. These are alternative sentencing work programs designed to reduce jail overcrowding by providing minimum-risk offenders a work option to meet court obligations -- fines, program fees, jail sentences. In addition to screening, Corrections staff monitor the type of work assigned and ensure that offenders complete the hours assigned. [Cost per case is attached as Addendum B.]

4. Deferred Prosecution. Deferred Prosecution monitors compliance with the conditions imposed by a deferred prosecution order, which allows an offender diagnosed with alcohol addiction to undergo a two-year treatment program. Upon successful completion of the program, the charge is dismissed. Although the program is used primarily for DWI cases, it may

also be applied for other specified offenses and for offenders with drug addiction and mental health problems.

The intent is to provide a structure and accountability for the offender to complete their treatment program and successfully complete their course of supervision. [Cost per case is attached as Addendum B.]

5. Offender Industries. Offender Industries is the program that oversees the plant nursery located at Mabry. This program educates and trains offenders in basic horticulture in order to give offenders a marketable skill for a sustained wage and to grow plant material for use in County Parks and along County roads. Offender Industries also contains supervision of an in-custody recycling crew and an in-custody janitorial crew.

Plants that are propagated and grown in plant nursery program are sold to public entities for their landscaping needs. [Cost per case is attached as Addendum B.]

6. Indigent Defense Cost Recovery. Indigent Defense Cost Recovery (IDCR) is responsible for recovering the offender's portion of the costs for legal representation for those offenders determined to be partially indigent. This reimbursement offsets the cost to the county for providing court appointed attorney services.

Those defendants using court appointed attorneys who are determined to be partially indigent but able to contribute, are required to pay back a portion of the cost for their legal defense. [Cost per case is attached as Addendum B.]

7. Electronic Home Confinement. Electronic Home Confinement (EHC) provides a custodial alternative that requires electronic monitoring of an offender serving a sentence of

partial confinement at his/her residence. These programs allow for a more judicious use of jail spaces for repeat and more serious offenders. [Cost per case is attached as Addendum B.]

8. DWI Center. The DWI Detention Center program provides services to those offenders sentenced to serve a one or two day sentence for a first-time offense of DWI. The education provided to offenders at the DWI Center should impact their habits so that they are not rearrested for DWI within 6 months of completing the program. [Cost per case is attached as Addendum B.]

ARTICLE XIII

BILLING

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

1. Financial responsibility shall be as follows:

A. The City agrees that it will pay prisoner and corrections cost as provided for in this Contract for any adult arrested and/or incarcerated as a result of a misdemeanor or gross misdemeanor having occurred within the City limits.

B. The City shall not be responsible for jail costs for those adults who are held in custody on felony offenses or attempt to commit a felony offense, except those which are gross misdemeanors, when felony charges are actually filed.

C. The City shall have no obligation for filed felonies which are later reduced to misdemeanors or gross misdemeanors by the Prosecuting Attorney.



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D. In those cases in which felony charges are not filed and the case is referred to the City Attorney for prosecution, the incarceration cost will be the responsibility of the City.

E. The City will have no responsibility for prisoner cost for any adult arrested by City law enforcement officers on a warrant issued for a crime or violation alleged to have occurred outside the City limits.

2. Multiple Charges. It is the intent of the Agreement that the City shall pay those jail and correction costs directly attributable to the incarceration or processing of misdemeanor or gross misdemeanor charges originating from the City's jurisdiction. By way of example, prisoners held or processed on multiple charges shall be billed as follows:

A. Prisoner held or processed on both felony and city misdemeanor or gross misdemeanor charges.

i. Concurrent sentences. No charge, the more serious felony offense would control.

ii. Consecutive sentences. Upon completion of the felony sentence, as reduced by good time, the billing for City charges will commence.

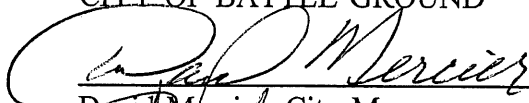
B. City Misdemeanor or Gross Misdemeanor Charges and other City or County Charges.

i. Concurrent sentences. Split in proportion to each jurisdiction's sentence.

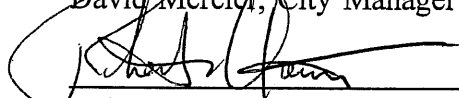
ii. Consecutive sentence. Upon completion of the other city's or county's charges, as reduced by good time, the billing for City charges will commence.

C. Pretrial. Jail costs or correction services directly attributable to City's misdemeanor or gross misdemeanor are the responsibility of the City. If the sole basis of custody or corrections charges results from the City charge and if for the other charges a person is being processed - bail, supervised release, or release on the person's own recognizance is available and such person would have been released, pretrial incarceration cost will be billed to the City. If the prisoner would make bail, receive supervised release, or release would be on their own recognizance on the City charges but the sole basis of retaining the person in pretrial custody is because of the charge of another city, county, or felony, the City shall not be charged.

CITY OF BATTLE GROUND



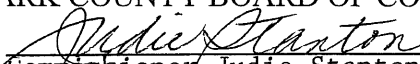
David Mercier, City Manager



Robert Noack, Interim Clerk



Brian Wolfe, City Attorney
CLARK COUNTY BOARD OF COMMISSIONERS

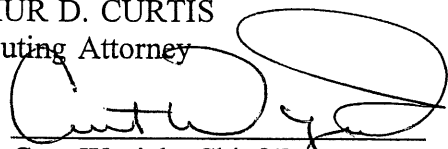


Commissioner Judie Stanton

By: 

Commissioner Mel Gordon

Approved as to form only:
ARTHUR D. CURTIS
Prosecuting Attorney

By: 

Curt Wyrick, Chief Deputy

Attest:



Clerk of the Board



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Clark County, WA

ADDENDUM A

1998 Jail Bed Cost Per Day

\$ 48.98

ADDENDUM B



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1998 Corrections

<u>Program</u>	<u>Cost Per Day</u>
Pretrial Release	\$ 3.64
Probation	.99
Work Crew	40.94
Deferred Prosecution	1.03
Electronic Home Confinement	18.86
DWI Center	75.72

ADDENDUM

2011 RATES

DISTRICT COURT:

Traffic Infraction	\$ 23.57
Non-Traffic Infraction	19.78
Parking Infraction	7.59
DUI	301.99
Other Criminal Traffic	176.32
Criminal Non-Traffic	128.09

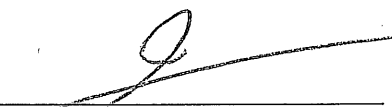
CORRECTIONS:

Supervision	\$ 0.65
Work Crew	55.54
Electronic Home Confinement	9.55
Interview (pretrial)	47.02

JAIL:

Cost Per Bed Day	\$ 76.12
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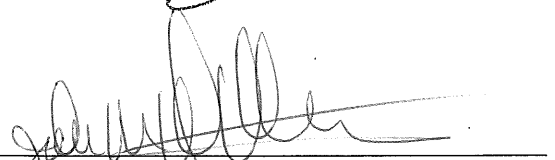
Signature of this agreement denotes acceptance of the rates and amends the Interlocal Government Contract between the City and Clark County for District Court Services, Jail Services and Corrections Services.



John Ingram, County Finance Director

9/3/10

Date



Name

10/7/10

Date

John M. Williams, City Manager

Title

City of Battle Ground

City