CONTRACT FOR INCARCERATION SERVICES
CITY OF NORTH BONNEVILLE

THIS CONTRACT, by and between the **COUNTY OF SKAMANIA**, a legal subdivision of the State of Washington, hereinafter referred to as "**COUNTY**," and the **CITY OF NORTH BONNEVILLE**, a municipal corporation of the State of Washington, hereinafter referred to as "**CITY**,"

WITNESSETH:

WHEREAS, RCW 39.34.180 requires each city and town to be responsible for the incarceration of their misdemeanants and gross misdemeanants ("inmates") referred from their respective law enforcement agencies; and

WHEREAS, the **CITY** previously contracted with the Skamania County Sheriff's Office to serve as its law enforcement agency; and

WHEREAS, the **CITY** does not have any facilities in which to incarcerate its inmates; and

WHEREAS, the **COUNTY**, by and through its Sheriff, owns and operates the Skamania County Jail; and

WHEREAS, the **CITY** desires to contract with the **COUNTY** to incarcerate its inmates; and

WHEREAS, the **COUNTY** wishes to provide the **CITY** these incarceration services, including the Skamania County Sheriff's Non-Custody Work Crew Program; and

WHEREAS, this contract is authorized by the provisions of RCW 39.34.010 and is required by RCW 39.34.180; and

WHEREAS, the parties have considered the anticipated costs of providing the incarceration services, including the Skamania County Sheriff's Non-Custody Work Crew Program, have anticipated the potential revenues for providing these services, and continue to consider alternatives to and for incarceration services.

NOW, THEREFORE, it is hereby agreed as follows:

1. Services.
   The County agrees to provide the City a jail facility and the necessary personnel to incarcerate the City's inmates generally in the same manner as it confines inmates derived from the unincorporated areas of the County.

   The County also agrees to provide supervision, control, and the necessary equipment for participation in the Skamania County Sheriff's Non-Custody Work Crew Program.

For purposes of this agreement, the terms "City inmates" shall mean those inmates who are arrested, booked, sentenced, or held in the County Jail on crimes, or suspected crimes, involving misdemeanors or gross misdemeanors within the City limits. "City inmates" shall not include those people who are arrested on, charged with, or convicted of a felony offense, (even if that crime arises out of the same transaction or occurrence as a misdemeanor or gross misdemeanor), and shall not include offenses committed by juveniles except those crimes prescribed by the City of North Bonneville Code.

For purposes of this agreement, the term "Skamania County Sheriff's Non-Custody Work Crew Program" shall mean that program supervised by the Skamania County Sheriff's Office whereby inmates perform various work within the City and County, as directed by the Skamania County Sheriff's Office, using equipment provided by the Skamania County Sheriff. Said participation shall be subject to approval by the Skamania County Sheriff's Office. Each work crew day shall begin at 8:00 AM and end at 5:00 PM. Work crew may be served, as determined by the terms of the inmate's sentence, in lieu of jail, or for payment of fines.

2. Payments

As consideration for providing this facility and these services, upon presentation of an invoice statement that provides the inmate's name and dates of incarceration, the City shall pay the County as follows:

2.1 Fifty Five Dollars ($55.00) per day for each City inmate incarcerated in the Skamania County Jail. A City inmate is incarcerated in the County Jail if they are held in excess of four (4) hours from the completion of the booking process. For every City inmate placed into the County Jail, the City shall be charged for at least one (1) day. A day shall mean a calendar day.

2.2 The sum of Twenty-five Dollars ($25.00) for each City inmate booked into the County Jail. The County will first assess the Twenty-five Dollar fee to the inmate. That portion of the Twenty-five dollar fee the inmate cannot pay, will be assessed to the City. The City shall not be charged more than one booking charge for each City inmate for the same criminal conduct. The City shall not be charged a booking fee if the booking charge(s) is out of the same transaction or occurrence as a felony charge.

2.3 The sum of Ten Dollars ($10.00) for each full day that a City inmate participates on the Skamania County Sheriff's Non-Custody Work Crew. The parties agree that the inmate shall also be charged an initial $10.00 participation fee. The City shall not be responsible for reimbursement of the participation fee, and the Skamania County Sheriff's Office agrees to hold the City inmate solely responsible for payment of the participation fee.

3. Term.

The duration of this agreement shall be for two (2) years beginning on January 1, 2012 and ending on December 31, 2013. The County will notify the City of any rate changes by October of each year. Upon the mutual written consent of both parties, this agreement can

be extended for successive one (1) year periods. This agreement may also be terminated by the mutual written consent of both parties at any time, or by either party for any reason upon ninety (90) day's written notice.

4. Operational Control.
The Skamania County Sheriff shall have exclusive control of the Sheriff's Office and jail staff personnel, and sole responsibility for their compensation. The County Sheriff shall also have exclusive control of the day-to-day operations of the Skamania County Jail in performing this contract and the City inmates will be subject to the same rules and regulations required of the other inmates. The County Sheriff shall also have exclusive control of the day-to-day operations of the City inmates who perform work on the Skamania County Non-Custody Work Crew Program. The County Sheriff will work with the City to ensure that work performed by inmates will not violate any City collective bargaining agreement.

5. Health Care.
Pursuant to RCW 70.48.130, the County shall provide routine and regular health care checkups on the City inmates. The City shall be responsible for any extraordinary or emergency medical costs incurred by the City's inmates, provided, if at all reasonably practicable, the County shall provide the City notice prior to incurring any extraordinary or emergency medical costs. Such extraordinary or emergency medical costs shall include but not be limited to surgeries, treatment of broken bones, major dental care, or any medical or dental services that require the inmate to leave the jail facility. The City shall not be responsible for the costs for any medical treatment that is required due to injuries sustained while the inmate is incarcerated in the County jail or while the inmate is working on the Skamania County Sheriff's Non-Custody Work Crew Program that result from injury caused by other inmates, or injuries that are caused by property or persons under the control and supervision of the Skamania County Sheriff's Office.

6. Services Provided.
Unless otherwise specified, services provided by the County shall be the type commensurately rendered to the unincorporated areas of Skamania County related to misdemeanants and gross misdemeanants. Incarceration services will be available to the City on a twenty-four (24) hour per day, seven (7) days per week basis; provided that to alleviate overcrowded conditions or other factors, the Skamania County Sheriff's Office reserves the right to matrix, reject, release or give earned good-time credit to the City's inmates in the same fashion as it handles and administers the other inmate population.

7. Independent Contractor/Hold Harmless/Indemnification.
The parties intend that an independent contractor/County relationship will be created by this agreement. No agent, employee, servant or representative of the City shall be deemed to be an employee, agent, servant or representative of the County for any purpose. The City shall protect, defend, save harmless and indemnify the County from and against all claims, suits and/or actions arising from negligent acts or omissions of the City in the performance of this agreement. The County shall protect, defend, hold harmless and indemnify the City from and against all claims, suits and actions arising from negligent acts or omissions of the

County in the performance of this agreement.

8. Full Cooperation.
The City agrees to cooperate fully with the County in the performance of this contract and to furnish the County with any information available to the City which the County may require in the course of the performance of this contract. The Skamania County Sheriff's Office, including the jail personnel, shall have all authority granted to a non-charter code city under the laws of the State of Washington. The County agrees to immediately notify the City Judge by pager anytime a person is incarcerated on City charges. The City will not incur any incarceration costs for City inmates if the County fails to notify the City Judge. The County agrees to provide the City with daily reporting updating the City on the inmates currently incarcerated in the County Jail and the inmates currently working through the Skamania County Sheriff's Non-Custody Work Crew Program, the number of days that each inmate has been incarcerated or successfully performed on the Skamania County Sheriff's Non-Custody Work Crew Program, and the expected date of release.

9. Modifications.
No changes or additions to this agreement shall be valid or binding upon either party unless such changes or additions be made in writing and executed by both parties.

10. Entire Agreement.
This contract is the entire agreement between the parties and supersedes all previous agreements or understandings between them. This contract may be modified only in writing, provided both parties have signed the amended document. This contract is not intended to affect or otherwise change any other agreements between the County and the City.

11. Laws of Washington.
This contract shall be governed by and construed under the laws of the State of Washington, and any action brought to enforce the terms of this contract, shall be brought in a court of competent jurisdiction located in Skamania County.

12. Copies of Contract.
Copies of this contract shall be filed with the Skamania County Auditor, the North Bonneville City Clerk and the Secretary of State of the State of Washington.

13. Effective Date.
This contract shall take effect immediately after it has been executed and copies filed as set forth in the preceding paragraph.

IN WITNESS WHEREOF, the **COUNTY** has caused this Contract to be duly executed on its behalf, and thereafter the **CITY** has caused the same to be duly executed on its behalf.

DATED: _____, 2011

CITY OF NORTH BONNEVILLE
A MUNICIPAL CORPORATION

_____
Mayor

_____
Date

_____
City Clerk

_____
Date

APPROVED AS TO FORM ONLY:

_____
City Attorney

APPROVED AS TO FORM ONLY:

_____
Skamania County Prosecuting Attorney

BOARD OF COMMISSIONERS
SKAMANIA COUNTY, WASHINGTON

_____
Chairman

_____
Commissioner

_____
Commissioner

_____
David S. Brown, Sheriff

ATTEST:

_____
Clerk of the Board