


**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA REQUEST

TO: Board of County Commissioners
FROM: Philip Morley, County Administrator 
DATE: September 26, 2011
RE: Interlocal Agreement for Jail Services; Jefferson County and The City of Port Townsend

STATEMENT OF ISSUE: - The purpose of this agreement is to provide the City of Port Townsend with continued Jail services in 2012-2014, and establish an annual fee to be paid by the City of Port Townsend for City inmates.

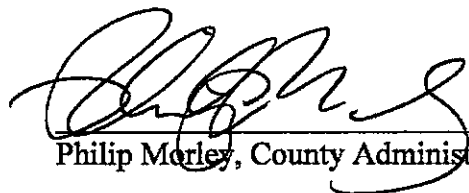
ANALYSIS: The ILA provides for a predictable annual fee for the County to house City inmates in the County Jail. The ILA was developed to reflect input by the City, the Jefferson County Sheriff and the County Administrator. The proposed ILA covers years 2012 – 2014, and may be extended by mutual written agreement. The annual fee replaces the day rate per inmate that was in prior agreements, and will be paid quarterly.

FISCAL IMPACT: Revenue of \$163,273 in 2012, \$167,273 in 2013, and \$171,457 in 2014. In addition, the City will reimburse the County for jail medical services for City inmates, and reimburse for transport and guard expenses outside the jail for hospital, doctor and other purposes.

RECOMMENDATION: Execute the agreement as presented.

DEPARTMENT CONTACT: Tony Hernandez, Sheriff

REVIEWED BY:


Philip Morley, County Administrator

9/26/11

Date

REGIONAL SERVICE AGREEMENT

(Jail Services)

by and between

Jefferson County

and

the City of Port Townsend

THIS AGREEMENT is entered into by and between the City of Port Townsend, a municipal corporation of the State of Washington (hereinafter referred to as the City), and Jefferson County, a municipal corporation and political subdivision of the State of Washington (hereinafter referred to as the County), for certain Regional Services as described.

RECITALS

WHEREAS, Chapter 39.34 RCW permits local governmental units to make official use of their powers enabling them to cooperate with other localities on the basis of mutual advantage; and

WHEREAS, the City and the County agree that providing certain services on a regional basis will provide more efficient, effective, and less costly services for citizens within both the City and unincorporated portions of the County, thereby better serving the public; and

WHEREAS, these regional services are in addition to statutory services provided by Jefferson County, as a political subdivision of the State, on behalf of all the citizens of the County funded by County property taxes levied on properties within Port Townsend; and

WHEREAS, the level of funding provided by the City for this AGREEMENT controls and dictates, to some extent, the scope and quantity of services that the County is capable of providing pursuant to this AGREEMENT, the City shall make all good faith efforts to fund this AGREEMENT in the full amount listed below and shall notify the County in writing as soon as reasonably and practicably possible if and when it finds it cannot; and

WHEREAS, the City adopted Resolution 99-076 and the County adopted Resolution 96-99 declaring an Intent to Facilitate and Examine Joint Ventures of Common Service Programs Jointly with City of Port Townsend; and

WHEREAS, it is the goal of the City and County to serve their citizens by providing such regional type services on an equitable cost basis; and

WHEREAS, the City and the County have the technical and professional expertise to provide services described in this agreement; and

WHEREAS, the City and the County desire to provide for a flat rate per year for jail services. The flat rate provides predictability for budget purposes to both the City and the County. The amounts provided are intended to supplement the County's budget for jail operations, and not to supplant monies budgeted by the County for that service;

NOW, THEREFORE, in Consideration of the Mutual Covenants Contained Herein, and pursuant to provisions of Ch. 39.34 RCW, the parties agree as follows:

AGREEMENT

- 1. PURPOSE.** It is the purpose of this AGREEMENT to provide the City with Jail Services

by contracting for said services from the County, and to set forth the powers, rights, and responsibilities of the parties to this AGREEMENT.

2. **DURATION.** This AGREEMENT shall be in effect for the period January 1, 2012 to December 31, 2014. The AGREEMENT may be extended by mutual written agreement for a period, compensation amount and other terms as the parties may agree.
3. **SUPERSEDES.** This AGREEMENT supersedes all previous agreements or amendments relating to Jail Services.
4. **CITY INMATE.** For purposes of this AGREEMENT, a City Inmate means a person booked into or housed in the Jail when a City charge is the principal basis for booking or confining that person. A City charge is the principal basis for booking or confining a person where one or more of the following applies, whether pre-trial or post-trial:
 1. A subject is arrested by a PTPD Officer for a violation of city ordinance or a violation of a state law that designates the crime as a misdemeanor or gross misdemeanor.
 2. A subject is arrested on a misdemeanor or gross misdemeanor by a PTPD Officer citation issued by the City Prosecutor.
 3. A subject is arrested by any law enforcement agency on a warrant originating from a City misdemeanor or gross misdemeanor charge initiated by a PTPD Officer or a citation filed by the City Prosecutor.
 4. A subject is charged with a probation violation on a charge originating from a City misdemeanor or gross misdemeanor charge initiated by a PTPD Officer or a citation filed by the City Prosecutor.
 5. The person is booked or confined by reason of subsection 1 through 4 above, in

combination with charges, investigations of charges, and/or warrants of other governments, and the booking or confinement by reason of subsection 1 through 4 above is determined to be the most serious charge. A felony shall always be the most serious charge. Where the combination of charges filed are misdemeanors from multiple jurisdictions, the charges filed shall be the longest sentence (if sentenced), or the highest total bail.

PROVIDED:

- a. A City charge (set forth above) is not the principal basis for confining a person, where the person is booked or confined exclusively or in combination with other charges by reason of a felony charge or felony investigation.
- b. A City charge filed (set forth above) is not the principal basis for confining a person where the person is confined exclusively or in combination with other charges by reason of a felony charge or felony investigation that has been reduced to a State or City misdemeanor or gross misdemeanor.
- c. It is not a City charge for those arrested by City law enforcement officers as a sole result of warrants that did not originate or emanate with the City.

5. COUNTY PERFORMANCE. The County agrees as follows:

- 5.1. The County shall provide jail services to the City consistent with this Agreement, and the County shall sufficiently staff, operate and maintain contracted Jail services at a level commensurate with those services as currently provided to the extent authorized by the lawfully adopted budget Ordinances of the City and County.
- 5.2. The County shall maintain records and statistics of the operation of said contracted services for administrative and financial purposes. The County shall,

upon request of the City, furnish a report of activities and finances related to said activities, but need not do so more than once per quarter.

- 5.3. The County shall operate and maintain said services in accordance with all applicable state laws, regulations, and codes.
- 5.4. On a regular basis, to allow the City to track and audit costs, the County shall provide records and documentation of City inmates in jail.
- 5.5. The parties endorse recovery of costs incurred due to emergency response and incarceration and other penalties set by the legislature to the extent allowable and attainable, including, recovery for costs of incarceration (RCW 9.94A.760, RCW 10.01.160), and restitution for emergency response (RCW 38.52.430), and agree to cooperate to have the Court impose and collect to the extent possible allowable fines and costs. In addition, the parties agree to work together to reduce jail costs through alternatives to incarceration, for example, home detention.,

6. CITY PERFORMANCE. The City agrees as follows:

- 6.1. To contract for and reimburse the County for Jail services per the amount as shown below. Reimbursement shall be made as follows: quarterly payments of the base amount plus administrative overhead shall be made April 30, July 1, October 1, and December 1 of each year.

6.1.1 Reimbursement for Jail Services

For 2012, the City shall pay the sum of \$163,273 (representing the approximate average cost for jail services for the years 2007-2009). This amount is referred to as the "2012 base amount."

For 2013, the City shall pay the 2012 base amount plus 2.5%, equals \$167,273 as the "2013 base amount."

For 2014, the City shall pay the 2013 base amount plus 2.5%, equals \$171,457 as the "2014 base amount."

In addition, the City shall pay in each year an administrative overhead fee of 10% of that year's base amount.

For each year, the sum is a lump sum for this service and is in lieu of, replaces and supersedes the day rate for jail services in prior years' contracts.

The amounts provided supplement the County's budget for jail operations, and do not supplant monies budgeted by the County for that service.

6.2 In addition to the quarterly payments outlined in Section 6.1 above:

6.2.1 The City shall reimburse the County for Jail Medical Services at the actual rate of cost incurred for City Inmates (as defined above). For purposes of this agreement, billing shall be calculated to include all Emergency Medical Services, Emergency Room Services, Hospital, Physician and prescription charges incurred by the inmate while in the custody of the County.

6.2.2 In addition, the City shall pay the County for transport and guard expenses for City Inmates (as defined above) as follows: payment shall be at the County's actual regular (not overtime) salary costs (but not benefits) for transport and guard services up to the first ten hours in any month for these services (regardless if any overtime expense is incurred); and after the first ten hours in any month for these services, the City shall pay actual salary costs, including overtime if overtime is incurred (but not benefits) for transport and guard services. Provided, except in an emergency, the County Sheriff will contact the City Police, and the City Police shall

advise if the City can handle transport and guard duty for City Inmates, and if so in the City's discretion, may do so.

- 6.3 City agrees it will house prisoners on City charges in the County jail and not seek to utilize other jails; Provided, if the jail is full, then the City reserves the right to house prisoners in other jails.

The City acknowledges that there may be times when the jail is at maximum capacity and that the Sheriff (or designee) will only accept prisoners charged with mandatory arrest statutes (Domestic Violence, etc.) and felony arrests. The Sheriff will promptly notify the Police Chief as soon as these restrictions are removed.

The City further acknowledges that the Sheriff has the authority to house prisoners including City Inmates in other jails pursuant to arrangements entered into by the Sheriff and other providers.

7. LIABILITIES.

Except for liability that is subject to immunity as provided in Chapter 38.52 RCW, each party shall indemnify, defend and hold harmless the other parties, their officers, agents, employees, and volunteers, from and against any and all claims, demands, damages, judgments, losses, liability and expense (including, attorney's fees), including but not limited to those for personal injury, death or property damage suffered or incurred by any person, by reason of or in the course of performing this Agreement which is or alleged to be caused by or may directly or indirectly arise out of any act or omission of the party, its officers, employees, agents and volunteers. The County shall be solely responsible under this AGREEMENT for operation of the jail and agrees to defend, indemnify, and to hold the City from any claims directly or indirectly resulting from the operation of the jail.

Except as provided above, in the event more than one party is responsible or negligent,

each party shall be responsible in proportion to its negligence.

It is understood and agreed that nothing contained in this Agreement shall be considered as in any way constituting a partnership between the City and the County.

8. DISPUTES BETWEEN THE PARTIES. The following dispute resolution mechanisms shall govern this agreement:

8.1. Should a dispute arise between the City and the County, the parties may resolve the same by submitting the dispute for resolution by negotiation between the parties or non-binding mediation through the Peninsula Dispute Resolution Center. The mediator shall be selected by mutual agreement of the parties and the cost of mediation shall be shared equally between the parties. Should the parties be unable to negotiate a resolution or refuse to accept a mediated resolution to a dispute, then the parties agree to abide by the process described with RCW 39.34.180(3), which calls for binding arbitration with a three-person arbitration panel.

8.2. In the event a dispute over the terms of this AGREEMENT necessitates the procurement of legal services, the prevailing party shall be entitled to reasonable attorney's fees and costs.

9. MODIFICATION, WITHDRAWAL AND TERMINATION. This agreement may be modified, withdrawn or terminated as follows:

9.1. This AGREEMENT may be terminated, modified or extended in duration by mutual agreement of the parties. In addition, the provisions of RCW 39.34.180 apply, and the term of any extension would be for one year.

9.2. The parties to this AGREEMENT agree that all terms of this AGREEMENT shall be subject to renegotiation and review, but not to termination, if during the term of

this AGREEMENT the chief financial officer(s) of the City certifies in writing to the County Administrator that the City, because of unexpected and/or unforeseen and/or unavoidable financial occurrences, events or constraints, wishes to or must fund this AGREEMENT in an amount that represents less than ninety-five percent (95%) of the gross annual contract amount listed in Section 6.1.1 of this AGREEMENT.

10. GENERAL TERMS. The following general terms shall govern this agreement:

10.1 This AGREEMENT contains terms and conditions agreed upon by the parties. The parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this AGREEMENT.

10.2 Nondiscrimination; Equal Employment Opportunity.

10.2.1 In the performance of this AGREEMENT, the parties and their employees and agents shall at all times comply with any and all federal, state or local laws, ordinances, rules or regulations with respect to nondiscrimination and equal employment opportunity, which may at any time be applicable.

10.2.2 Without limiting the generality of the foregoing, the parties shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, handicap or marital status, and as required by law the parties shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, age, sex, national origin, handicap or marital status.

10.2.3 Further, the parties and their employees and agents shall not at any time discriminate against any other persons or entity because of race, color, religion, age, sex, national origin, handicap or marital status, nor shall the

parties engage in or knowingly permit their agents and employees to engage in sexual harassment.

10.2.4 The parties shall keep and maintain any and all records which may be required by law in connection with compliance with this section.

10.3 Wage and Hour Laws. The parties shall at all times comply with all applicable provisions of the Fair Labor Standards Act (FLSA) and any other federal or state legislation affecting its employees, and the rules and regulations issued there under, insofar as applicable to its employees.

11. **MUTUAL OBJECTIVES.** Each party agrees to aid and assist the other in accomplishing the objectives of this AGREEMENT.

12. **BINDER.** This AGREEMENT shall be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, we here unto attach our signatures this ___ day of _____ 2011.

CITY OF PORT TOWNSEND

JEFFERSON COUNTY
BOARD OF COMMISSIONERS

David Timmons, City Manager

John Austin, Chairman

APPROVED AS TO LEGAL FORM:

APPROVED AS TO LEGAL FORM:

John Watts, City Attorney

David Alvarez 9/21/2011

David Alvarez, Deputy Prosecuting Attorney

ATTEST:

ATTEST:

Pam Kolacy, City Clerk

Lorna Delaney, Clerk of the Board