

**INTERLOCAL AGREEMENT FOR JAIL SERVICES
BETWEEN SNOHOMISH COUNTY AND SKAGIT COUNTY**

This INTERLOCAL AGREEMENT FOR JAIL SERVICES BETWEEN SNOHOMISH COUNTY AND SKAGIT COUNTY (this "Agreement"), is made and entered into this 16th day of August, 2016, by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the "County"), and SKAGIT COUNTY, a municipal corporation of the State of Washington ("Skagit"), pursuant to Chapter 39.34 RCW and Chapter 70.48 RCW.

RECITALS

A. The County currently maintains and operates a correctional facility known as the Snohomish County Corrections Bureau (the "Jail"). In order to assist other jurisdictions, the County from time to time will enter into interlocal agreements to confine in the Jail persons from other jurisdictions.

B. The County and Skagit each have the statutory power and authority to maintain and operate a correctional facility and to confine inmates therein.

C. Skagit County from time to time desires to confine in the Jail persons who have been arrested, detained or convicted by Skagit of criminal offenses (the "Skagit Inmates"), and the County is willing to furnish its Jail facilities and personnel in exchange for payment from Skagit of fees and costs, all as more fully described in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and Skagit agree as follows:

1. **Purpose of Agreement.** This Agreement is authorized by and entered into pursuant to Chapter 39.34 RCW and Chapter 70.48 RCW. The purpose and intent of this Agreement is for the County and Skagit to work together efficiently and effectively in order that the County may provide Skagit with Jail Services (the "Services"), as defined in Section 4 below, based on the rules and conditions set forth in the Jail's policies, procedures, rules and regulations and in this Agreement and any attachments hereto.

2. **Effective Date and Duration.** This Agreement shall not take effect unless and until it has been duly executed by both Parties and either filed with the County Auditor or posted on the County's Interlocal Agreements website. This Agreement shall remain in effect through August 31, 2018, unless earlier terminated pursuant to the provisions of Section 12 below, PROVIDED HOWEVER, that the term of this Agreement may be extended or renewed for up to two (2) additional three (3) year terms by written notice from the County to Skagit, PROVIDED FURTHER that each Party's obligations after December 31, 2016, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with applicable law.

3. **Administrators.** Each party to this Agreement shall designate an individual (an “Administrator”), who may be designated by title or position, to oversee and administer such party’s participation in this Agreement. The parties’ initial Administrators shall be the following individuals:

County’s Initial Administrator:

Anthony Aston,
Corrections Bureau Chief
Snohomish County Sheriff’s Office
Corrections Bureau
3000 Rockefeller Avenue M/S 509
Everett, Washington 98201

Skagit’s Initial Administrator:

Charlie Wend
Chief of Corrections
Skagit County Sheriff’s Office
Skagit County Jail
600 South 3rd Street
Mount Vernon, WA 98273

Either party may change its Administrator at any time by delivering written notice of such party’s new Administrator to the other party.

4. **Scope of Services.** As described in this Section 4 and subject to the conditions set forth in Section 5 below, the County will accept Skagit Inmates for purposes of confinement, correction, punishment and/or rehabilitation, and hold such Skagit Inmates until such time as they are lawfully discharged from custody pursuant to law, the terms of a judicial Order of Commitment, and/or returned to the custody of Skagit:

4.1 **Effect of Ordinance, Policies, Procedures, Rules and Regulations.** The Jail will be administered by the County in accordance with the ordinance, policies, procedures, rules and regulations of the County and in accordance with the rules and regulations of any agency of the State of Washington empowered to make rules governing the administration of county jails. Skagit and Skagit Inmates shall be subject to the County’s ordinances, policies, procedures, rules and regulations relating to Jail operations, including any emergency security rules imposed by the County’s Administrator, PROVIDED, HOWEVER, that nothing in this Agreement shall be construed as creating, modifying, or expanding any duty on the part of the County except as specifically provided herein. Nothing in this Agreement shall be interpreted as a delegation by Skagit, its judicial and law enforcement agencies, to the County of the duty of supervise Skagit Inmates.

4.2 **Skagit Access to Skagit Inmates.** Skagit, its officers, employees, or agents, may interview Skagit Inmates inside the confines of the Jail subject to necessary operational and security rules and regulations. Interview rooms will be made available on an equivalent basis to all jurisdictions with inmates in confined in the Jail.

4.3 **Transport of Skagit Inmates.** Skagit shall provide or arrange for transportation and security of its inmates to and from the Jail except when (a) the County determines, in its sole discretion, that emergency transportation is necessary in order to secure medical and/or psychiatric evaluation or treatment, or (b) the County determines, in its sole discretion, that transportation is required to support the orderly operation of the Jail. Skagit shall

provide the County with at least twenty-four (24) hours' notice prior to transporting a Skagit Inmate from the Jail.

4.4 Video Court. Upon request, the County will provide Skagit with use of the Jail's "Video Court" services, which include, by way of example but not by way of limitation, the following types of services: use of County video camera(s), audio technology, and the video courtroom facility; scheduling inmates for appearances by video; and transporting inmates to and from the video courtroom; PROVIDED, HOWEVER, that the County shall have no liability or obligation for the installation, operation, maintenance, inspection, repair or replacement of the Video Court equipment operated by Skagit on Skagit property. Appearances made by video shall be scheduled only between the hours of set by County. The County shall have discretion to set the date, time and duration of Skagit's Video Court. The County will provide Skagit with a Video Court Schedule no later than ten (10) days after execution of this Agreement. The County may change Skagit's Video Court Schedule by providing Skagit with at least thirty (30) days written notice. The County will deliver Skagit's Inmate(s) to the video courtroom by at least thirty (30) minutes prior to the Skagit Inmate(s) hearing time so that the Skagit Inmate(s) may prepare for the hearing and meet with his or her respective attorney(s). Skagit shall provide the County with all paperwork requiring the signature of Skagit Inmate(s) at least thirty (30) minutes before the start of Skagit's scheduled Video Court time. In the event of a technical problem that the Parties are unable to repair in a timely manner, the Parties shall work together to reschedule the impacted hearings to be reheard within two (2) judicial days.

4.5 Health Care of Skagit Inmates. The County is hereby granted the authority to seek necessary medical, dental and mental health services for Skagit Inmates without consulting with Skagit. The County shall notify Skagit prior to seeking treatment, unless immediate treatment is required, in which case, the County will notify Skagit as soon after the event as reasonably possible. During "Normal Business Hours, defined as Monday through Friday, from 8:00 a.m. to 5:00 p.m., Skagit's point of contact for Skagit Inmate health issues will be as follows:

Ask for on-duty supervisor
Skagit County Jail
(360) 416-1948

Outside Normal Business Hours, Skagit's point of contact for Skagit Inmate health issues will be as follows:

Ask for on-duty supervisor
Skagit County Jail
(360) 416-1948

Chief Charlie Wend
Desk (360) 416-1905
Work Cell 630-4595

Lt. Deanna Randall-Secrest
Desk (360) 416-1937
Work Cell 840-0476

Any failure or error by the County to provide Skagit with proper notification of medical, dental and/or mental health services delivered to a Skagit Inmate shall in no way excuse full, complete and timely payment by Skagit under Section 6 of this Agreement. Skagit and the County will comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and County policies and procedures regarding HIPAA.

4.6 Community Corrections. As provided in this Section 4.6 and the Jail's policies and procedures, Skagit Inmates confined to the Jail may serve their time in a Community Corrections Program.

4.6.1 The term "Community Corrections Program" includes Electronic Home Detention, Work/Education Release and Work Crew, as those programs are defined in the Jail's policies and procedures.

4.6.2 Except where a Skagit Inmate is confined in the Jail at the request of multiple jurisdictions of which not all have executed an interlocal agreement in substantially the same form as this Agreement, a Skagit Inmate is eligible to participate in a Community Corrections Program if he or she has been (a) screened by the County and the County has found that the Skagit Inmate meets all statutory and program eligibility requirements, and (b) ordered into a Community Corrections Program by Skagit's municipal court or other judicial agency.

4.6.3 A Skagit Inmate may be terminated from a Community Corrections Program if: (a) the Skagit municipal court or other judicial agency order the Skagit Inmate terminated from the Program or otherwise amends its earlier order; (b) the County determines, in its sole discretion, that the Skagit Inmate is no longer eligible for the Program, in which case the County will provide notice of such to Skagit and/or Skagit's municipal court or other judicial or law enforcement agency within twenty-four (24) hours of the termination. Upon termination from a Program, a Skagit Inmate already in the custody of the County shall be confined in the Jail to serve the remainder of his or her term of confinement. If the Skagit Inmate is not yet in the County's custody at termination, he or she will be the immediate responsibility of Skagit for all purposes, including, but not limited to, the duty to apprehend.

4.7 Administrative Booking. Upon request Skagit's Administrator and when not otherwise prohibited by statute, court rule or court order, the County shall administratively book and immediately release a Skagit Inmate. The County further reserves the right to administratively book and immediately release a Skagit Inmate when, in the sole discretion of

the County's Administrator, the County is unable to accept Skagit's Inmate for housing and when such action is not otherwise prohibited by statute, court rule or court order.

5. Conditions of Acceptance of Skagit Inmates. The County shall provide Services to Skagit subject to the conditions set forth in this Section 5. Should the County, in its sole discretion, decline to accept or retain custody of a Skagit Inmate for any of the reasons identified in this Section 5, the County shall notify Skagit of the non-acceptance and the reason for the non-acceptance. Notification may be made immediately to the Skagit transporting officer in person but in any case will be provided no later than 5:00 p.m. the next business day as follows:

Chief Charlie Wend
Desk (360) 416-1905
Work Cell 840-0476

Lt. Deanna Randall-Secret
Desk (360) 416-1937
Work Cell 630-4595

Acceptance of a Skagit Inmate into the Jail shall be conditioned upon the following:

5.1 Obligation to Abide by Policies and Procedures. Skagit, its officers, employees and agents shall follow all Jail policies and procedures.

5.2 Documentation for Legal Basis for Confinement. Absent proper documentation providing a legal basis for confining the Skagit Inmate, the County will have no obligation to receive the Skagit Inmate into custody. Proper documentation for purposes of this section means an arrest warrant, judicial Order of Commitment, other order of a court of competent jurisdiction, or a properly completed Notice of Arrest.

5.3 Health Care Clearance. The County will have no obligation to receive into custody or retain custody of a Skagit Inmate absent a determination, on an ongoing basis, by Jail staff that the Skagit Inmate (a) is medically and psychiatrically able to be housed in the Jail, and (b) does not need medical and/or psychiatric attention that would require treatment at a hospital or other type of health care facility. At all times, the County's Administrator shall have final authority to determine whether a Skagit Inmate is medically and/or psychiatrically fit for Jail.

5.4 Population Limits. The County shall have the right to return Skagit Inmates to Skagit custody if the Jail reaches the maximum allowable population level (the "MAPL"). The MAPL refers to the greatest number of inmates that can be held in the Jail in a safe, secure, and humane manner. The Snohomish County Sheriff or his or her designee shall determine, in his or her sole discretion, the MAPL. Every effort will be made to manage the MAPL, including booking restrictions. In the event that the MAPL is reached and the County determines that inmates must be removed from the Jail, priority for removal shall be as follows:

(a) Inmates from out-of-county jurisdictions in reverse order from the date of

- execution of the respective jurisdictions' interlocal agreements with the County; then
- (b) Inmates from in-county jurisdictions, including Skagit, in reverse order from the date of execution of the respective jurisdictions' interlocal agreements with the County; then
- (c) Inmates confined on Snohomish County charges or commitments.

The County's Administrator shall have final authority on MAPL reduction measures, and in the event the County determines that Skagit Inmates shall be removed from the Jail according to this priority schedule, the County will provide Skagit fourteen (14) days' notice to remove Skagit Inmates.

5.5 Earned Early Release. The County will release Skagit Inmates in accordance with Chapter 9.94A RCW.

6. Payment by Skagit.

6.1 Fees and Costs.

6.1.1 The County shall invoice Skagit a "Booking Fee" for each Skagit Inmate for whom the County provides Services. For purposes of this Agreement, "Booking" means the act of registering, screening, and examining inmates for confinement in the Jail; Administrative Booking pursuant to Section 4.7; inventorying and safekeeping inmates' personal property; maintaining all computerized records of arrest; performing warrant checks; and all other activities associated with processing an inmate for confinement. As of the Effective Date, the current Booking Fee is as follows:

2016 Booking Fee
\$116.14

Subject to any adjustments consistent with Section 6.2.3 below, the Booking Fee beginning January 1, 2017, shall increase as follows:

2017 Booking Fee
\$118.23

Further or additional increases in the Booking Fee beginning January 1, 2016, and each year thereafter shall be calculated pursuant to Section 6.2.3.

6.1.2 The County shall invoice Skagit a per calendar day "Daily Maintenance Fee" for each Skagit Inmate for whom the County provides Services. For 2016, the Daily Maintenance Fee for all Skagit Inmates is as follows:

2016 Daily Maintenance Fee
\$89.38

Beginning January 1, 2015, the Daily Maintenance Fee shall be calculated based on the housing assignment of the Skagit Inmate as determined by Jail staff pursuant to Jail policies and procedures. Except as where otherwise provided in this Agreement, the housing assignment of a Skagit Inmate is subject to change at any time without notice to Skagit. Subject to any adjustments consistent with Section 6.2.3 below, the Daily Maintenance Fee for 2015 through 2017 shall be calculated as follows:

Housing Assignment		2016 Daily Maintenance Fee	2017 Daily Maintenance Fee
General Population		\$89.38	\$96.13
Medical and Specialty		\$141.39	\$151.38
Mental Health		\$214.10	\$229.52
Work Release/Work Crew		\$55.54	\$61.68
Electronic Home Detention		\$27.27	\$32.90

Should the parties renew this Agreement beyond December 31, 2017, additional annual increases shall be calculated pursuant to Section 6.2.3.

6.1.3 The Booking Fee and Daily Maintenance Fee shall increase on January 1 of each calendar year during the term of this Agreement by a rate equal to ninety percent (90%) of the Bureau of Labor Statistics Consumer Price Index (Urban Wage Earners) for the Seattle-Tacoma-Bremerton area, measured from June of the prior year to June of the current year, PROVIDED, HOWEVER, that in no event shall the increase be greater than three percent (3%) per calendar year. The County shall provide Skagit notice of the Booking Fee and Daily Maintenance Fee increases by August 1 of each year.

6.1.3 The County shall invoice Skagit for all costs incurred for necessary medical, dental, or mental health services to Skagit Inmates, including, but not limited to, all medication, durable medical equipment, ambulance fees, and medical, dental, and mental health services provided outside the Jail (the "Medical Costs"). The Medical Costs do not include routine medical examinations, tests, procedures performed at the Jail by Jail staff or contractors. In addition, the Medical Costs do not include expenses not covered by the Skagit's Inmate's health insurance and/or public assistance for injuries suffered while in the custody of the County. The County will credit amounts received from the Skagit Inmate's own health insurance and applicable public assistance before billing Skagit.

6.1.4 The County shall invoice Skagit a "Video Court Fee" for each scheduled hour of Video Court time. As of the Effective Date, the current Video Court Fee per hour is as follows:

Video Court Fee
\$115.50

The County may increase the Video Court Fee upon thirty (30) days' notice to Skagit.

6.2 Invoicing and Payment. Skagit shall remain liable for complete and timely payment of all amounts invoiced. Invoices may be sent monthly, quarterly or on any other schedule that is mutually convenient to the parties. Where complete payment is not tendered within thirty (30) days of the invoice date, the County may charge interest on the outstanding balance at a rate equal to the interest rate on the monthly County investment earnings. Should Skagit wish to dispute the amount of a particular invoice, it will (a) make complete and timely payment on the outstanding balance, and (b) deliver written notice of the dispute to the County within thirty (30) days of the invoice date. Failure to properly notify the County of any disputed amounts within thirty (30) days of the invoice shall constitute an acceptance by Skagit of all charges contained therein. Within fifteen (15) days of timely receipt of payment and Skagit's written notice of dispute, the County shall review the disputed invoice. Should the County resolve the dispute in favor of Skagit, the disputed amounts will be credited towards Skagit's next billing cycle, PROVIDED, HOWEVER, that upon termination of this Agreement, the County shall pay out to Skagit any such credited amounts. Withholding payment of any amount billed, regardless of whether Skagit has provided timely written notice of a disputed invoice, will constitute a default under Section 11 of this Agreement.

6.3 Records. Each party may examine the other party's books and records to verify charges. The County shall maintain accurate time and accounting records related to the Services for a period of three (3) years following final payment.

7. Indemnification/Hold Harmless.

7.1 Skagit Held Harmless. The County shall indemnify and hold harmless Skagit and 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 any reason of or arising out of any negligent act or omission of the County, its officers, agents, and employees, or any of them relating to or arising out of performing services pursuant to this agreement. In the event that any such suit based upon such a claim, action, loss, or damages is brought against Skagit, the County shall defend the same at its sole cost and expense; provided that Skagit reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment in said suit be rendered against Skagit, and its officers, agents, and employees, or any of them, or jointly against Skagit and the County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.

7.2 County Held Harmless. Skagit shall indemnify and hold harmless the County and 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 any reason of or arising out of any negligent act or omission of Skagit, its officers, agents, and employees, or any of them relating to or arising out of performing services pursuant to this agreement. In the event that any suit based upon such a claim, action, loss, or damages is brought against the County,

Skagit shall defend the same at its sole cost and expense; provided that the County reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against the County, and its officers, agents, and employees, or any of them, or jointly against the County and Skagit and their respective officers, agents, and employees, or any of them, Skagit shall satisfy the same.

7.3 Waiver Under Washington Industrial Insurance Act. The foregoing indemnity is specifically intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance Act, Chapter 51 RCW, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

8. Liability Related to Skagit Ordinances, Policies, Rules and Regulations. In executing this Agreement, the County does not assume liability or responsibility for or in any way release Skagit from any liability or responsibility which arises in whole or in part from the existence or effect of Skagit ordinances, policies, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such Skagit ordinance, policy, rule or regulation is at issue, Skagit shall defend the same at its sole expense and, if judgment is entered or damages are awarded against Skagit, the County, or both, Skagit shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

9. Insurance. Each Party shall maintain its own insurance and/or self-insurance for its liabilities from damage to property and /or injuries to persons arising out of its activities associated with this Agreement as it deems reasonably appropriate and prudent. The maintenance of, or lack thereof of insurance and/or self insurance shall not limit the liability of the indemnifying part to the indemnified party(s). Each Party shall provide the other with a certificate of insurance or letter of self-insurance annually as the case may be.

10. Compliance with Laws. In the performance of its obligations under this Agreement, each party shall comply with all applicable federal, state, and local laws, rules and regulations.

11. Default and Remedies.

11.1 Default. If either the County or Skagit fails to perform any act or obligation required to be performed by it hereunder, the other party shall deliver written notice of such failure to the non-performing party. The non-performing party shall have fifteen (15) days after its receipt of such notice in which to correct its failure to perform the act or obligation at issue, after which time it shall be in default ("Default") under this Agreement; provided, however, that if the non-performance is of a type that could not reasonably be cured within said fifteen (15) day period, then the non-performing party shall not be in Default if it commences cure within said fifteen (15) day period and thereafter diligently pursues cure to completion.

11.2 Remedies. In the event of a party's Default under this Agreement, then after giving notice and an opportunity to cure pursuant to Section 11.1 above, the non-Defaulting party shall have the right to exercise any or all rights and remedies available to it in law or equity. In addition, if Skagit fails to make payment on an outstanding invoice within the time to cure and Skagit has not disputed the invoice as provided in Section 6.3, Skagit shall have no further right under this Agreement to deliver custody to or otherwise house Skagit Inmates at the Jail and shall, at the County's request, remove all Skagit Inmates from the Jail within fourteen (14) days of notice to do so. Thereafter, the County may, in its sole discretion, accept Skagit Inmates to the Jail if all outstanding invoices are paid.

12. Early Termination.

12.1 Termination by the County. Except as provided in Section 12.3 below, the County may terminate this Agreement at any time, with or without cause, upon not less than ninety (90) days advance written notice to Skagit. The termination notice shall specify the date on which the Agreement shall terminate.

12.2 Termination by Skagit. Skagit may terminate this Agreement at any time, with or without cause, upon not less than ninety (90) days advance written notice to the County and the Washington State Office of Financial Management. The termination notice shall specify the date on which the Agreement shall terminate, the grounds for termination, and the specific plans for accommodating the affected jail population.

12.3 Lack of Funding. This Agreement is contingent upon governmental funding and local legislative appropriations. In the event that funding from any source is withdrawn, reduced, limited, or not appropriated after the effective date of this Agreement, this Agreement may be terminated by the County immediately by delivering written notice to Skagit. The termination notice shall specify the date on which the Agreement shall terminate.

12.4 Calculation of Costs Due Upon Early Termination. Upon early termination of this Agreement as provided in this Section 12, Skagit shall pay the County for all Services performed up to the date of termination. The County shall notify Skagit within thirty (30) days of the date of termination of all remaining costs. No payment shall be made by Skagit for any expense incurred or Services performed following the effective date of termination unless authorized in writing by Skagit.

13. Dispute Resolution. In the event differences between the Parties should arise over the terms and conditions of this Agreement, the Parties shall use their best efforts to resolve those differences through their Administrators on an informal basis. If those differences cannot be resolved informally, the matter shall be referred for mediation to a mediator mutually selected by the Parties. If mediation is not successful, either of the Parties may institute legal action for specific performance of this Agreement or for damages. The prevailing party in any legal action shall be entitled to a reasonable attorneys' fee and court costs.

14. Notices. All notices required to be given by any party to the other party under this Agreement shall be in writing and shall be delivered either in person, by United States mail,

or by electronic mail (email) to the applicable Administrator or the Administrator's designee. Notice delivered in person shall be deemed given when accepted by the recipient. Notice by United States mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, and addressed to the Administrator, or their designee, at the addresses set forth in Section 3 of this Agreement. Notice delivered by email shall be deemed given as of the date and time received by the recipient.

15. Miscellaneous.

15.1 Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the parties regarding the subject matter contained herein. This Agreement may not be modified or amended in any manner except by a written document executed with the same formalities as required for this Agreement and signed by the party against whom such modification is sought to be enforced.

15.2 Conflicts between Attachments and Text. Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

15.3 Governing Law and Venue. This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County. In the event that a lawsuit is instituted to enforce any provision of this Agreement, the prevailing party shall be entitled to recover all costs of such a lawsuit, including reasonable attorney's fees.

15.4 Interpretation. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings in this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

15.5 Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.

15.6 No Waiver. A party's forbearance or delay in exercising any right or remedy with respect to a Default by the other party under this Agreement shall not constitute a waiver of the Default at issue. Nor shall a waiver by either party of any particular Default constitute a waiver of any other Default or any similar future Default.

15.7 No Assignment. This Agreement shall not be assigned, either in whole or in part, by either party without the express written consent of the other party, which may be granted or withheld in such party's sole discretion. Any attempt to assign this Agreement in violation of the preceding sentence shall be null and void and shall constitute a Default under this Agreement.

15.8 Warranty of Authority. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign this Agreement.

15.9 Independent Contractor. The County will perform all Services under this Agreement as an independent contractor and not as an agent, employee, or servant of Skagit. The County shall be solely responsible for control, supervision, direction and discipline of its personnel, who shall be employees and agents of the County and not Skagit. The County has the express right to direct and control the County's activities in providing the Services in accordance with the specifications set out in this Agreement. Skagit shall only have the right to ensure performance.

15.10 No Joint Venture. Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the parties.

15.11 No Separate Entity Necessary. The parties agree that no separate legal or administrative entities are necessary to carry out this Agreement.

15.12 Ownership of Property. Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either party in connection with its performance under this Agreement will remain the sole property of such party, and the other party shall have no interest therein.

15.13 No Third Party Beneficiaries. This Agreement and each and every provision hereof is for the sole benefit of Skagit and the County. No other persons or parties shall be deemed to have any rights in, under or to this Agreement.

15.14 Force Majeure. In the event either party's performance of any of the provisions of this Agreement become impossible due to circumstances beyond that party's control, including without limitation, force majeure, strikes, embargoes, shortages of labor or materials, governmental regulations, acts of God, war or other strife, that party will be excused from performing such obligations until such time as the Force Majeure event has ended and all facilities and operations have been repaired and/or restored.

15.15 Execution in Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

COUNTY:

Snohomish County, a political subdivision of the State of Washington

SKAGIT:

Skagit County, a Washington municipal corporation

SUSAN NEELY
Executive Director

By *[Signature]*
for Name: Dave Somers
Title: County Executive

By _____
Name: _____
Title: _____

Approved as to Form:

[Signature]
Deputy Prosecuting Attorney 8/8/16

Approved as to Form:

See attached page for County authorization.

Chief Deputy Prosecuting Attorney

Approved as to Indemnification and Insurance:

Risk Management

COUNCIL USE ONLY	
Approved:	<u>8.15.16</u>
Docfile	<u>D-3</u>

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DATED this 1 day of August, 2016.

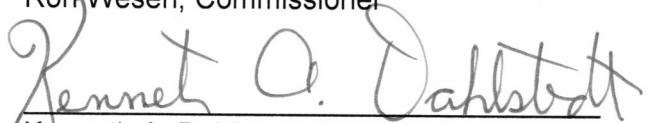
**BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON**



Lisa Janicki, Chair



Ron Wesen, Commissioner



Kenneth A. Dahlstedt, Commissioner


Attest:



Clerk of the Board

For contracts under \$5,000:
Authorization per Resolution R20030146

Recommended:



Department Head

County Administrator

Approved as to form:



Civil Deputy Prosecuting Attorney

Approved as to indemnification:



Risk Manager

Approved as to budget:



Budget & Finance Director