

INTERLOCAL AGREEMENT FOR USE OF JAIL FACILITIES

This interlocal agreement is made and entered into by and between Mason County (“County”), a political subdivision of the State of Washington, and the City of Shelton (“City”), a Washington municipal corporation.

RECITALS

WHEREAS, Chapters 39.34 and 70.48 of the Revised Code of Washington authorize the County and the City to enter into a contract for jail services that specifies the responsibilities of each party; and

WHEREAS, the City wishes to designate the County’s jail as a place of confinement for the incarceration of one or more inmates lawfully committed to the City’s custody; and

WHEREAS, the County is amenable to accepting and keeping inmates received from the City in the County’s custody at its jail for a rate of compensation mutually agreed to herein; and

WHEREAS, the County and City have considered the anticipated costs of incarceration services and potential revenues to fund such services and determined it is in each of their best interests to enter into this Agreement as authorized and provided for by RCW 39.34.080, RCW 39.34.180, Chapter 70.48 RCW, and other Washington laws.

NOW, THEREFORE, for and in consideration of the mutual covenants, conditions, and promises contained herein, the parties agree as follows:

1. PURPOSE

It is the purpose and intent of this Agreement that the County, through the Mason County Sheriff’s Office Corrections Division (“Sheriff’s Office”), and the City, through its Police Department or City Administrator, shall cooperate for the care and custody of male and female jail prisoners pursuant to the authority of Chapters 39.34 and 70.48 RCW. This Agreement provides for the use by the City of the County’s jail facilities and services at the County’s jail located at the 411 North 4th Street, Shelton, Washington 98584 (“Jail”).

2. CONTROL OF JAIL

The City acknowledges the County’s statutory responsibility for, ownership of, and operational control over the Jail. The County shall administer, manage, maintain, and operate its facilities consistent with all applicable federal, state, and local laws, policies, procedures, rules, and regulations. The City hereby consents and agrees that inmates committed to the Jail by the City are subject to all rules and regulations applicable to County inmates incarcerated therein, including but not limited to all terms and conditions of this Agreement. It is further understood by the parties that the County shall be solely responsible for operational decisions regarding the appropriate level

of security, inmate management, and housing of all inmates. The Sheriff will reasonably consult with the City's Police Chief regarding issues concerning City Inmates, as defined in Section 4.

3. AVAILABILITY OF JAIL FACILITIES AND SERVICES PROVIDED

- (a) At the request of the City and subject to the capacity provisions below, the County will accept and keep inmates and provide inmate services for gross misdemeanor or misdemeanor cases initiated by the City and felony cases referred to the County for those offenses alleged to have been committed by adults within the City. The County guarantees that a particular number of inmate beds, as specified in Appendix A, shall be available at the Jail for City Inmates each day, except as otherwise provided herein. In the event that the guaranteed number of beds is not available for the City's use, the City will not be billed the full amount of the guaranteed bed rate as specified in Appendix A but will instead be billed only for those beds at the Jail that are actively being used by City Inmates. Upon transfer of custody to the County as provided in Section 8, the County shall be responsible for confining, supervising, disciplining, and controlling the inmate and for administering the inmate's sentence pursuant to the order of the committing court.
- (b) Daily Report on Inmates. Each day, at the beginning of the Jail's first shift but no later than 10 a.m., the County shall provide the City with a report documenting, at minimum, the names of the City Inmates currently held in the Jail, the names of the City Inmates currently held in other facilities on behalf of the County, all active case numbers assigned to that inmate, referencing the reason for custody. The report shall be provided online or, if unavailable online, by fax to the Jail's Contract Administrator.
- (c) Capacity. The County will no longer accept City Inmates in the event that the Jail is declared at or near capacity by court order or in the event that the County, in its sole discretion, determines the Jail's inmate population is at capacity or so near capacity that there is a risk that the reasonable operational capacity limits of the Jail might be reached or exceeded if the County does not begin to refuse or request removal of inmates. Wherever possible, the County will provide a minimum of thirty (30) days' notice of possible reductions in capacity unless specific circumstances require more immediate action.
 - i. *Removal of Inmates from County custody.* In the event that the County must request removal of inmates based upon capacity, the County shall confer with the City to determine which City Inmate(s) shall be removed. If the Jail has sufficient capacity for any City Inmate(s) to remain in the Jail, the City shall have the discretion to determine which City Inmates will remain in the Jail.
- (d) Alternative Housing. The County shall house City Inmates at the Jail, except as otherwise expressly provided by this Agreement. The County is permitted to relocate City Inmates to another jurisdiction's jail facility only (a) if the Jail does not have capacity, as described above; (b) in the event of a catastrophe, as described in Section 10; or (c) with the City's written permission. However, the County is not permitted to relocate an inmate when the

order of the committing court requires that the inmate be incarcerated at the Jail, except in the event of a catastrophe.

- i. *Costs.* If City Inmates are relocated by the County to another jurisdiction's jail facility under this Agreement, the City will continue to pay applicable bed rate costs to the County and the County will be responsible for all costs associated with housing those City Inmates at the other facility, including the costs of transporting those City Inmates to and from the other facility, except that expenses for non-routine health care shall be billed to and paid by the City as provided in Section 6(d).
 - ii. *Notice.* In the event that the County intends to relocate a City Inmate to another jurisdiction's jail facility, the County must notify the City at least twenty-four (24) hours prior to relocation, providing the City with the option to resume custody of the City Inmate or to make its own arrangements with another jurisdiction rather than have the inmate relocated by the County.
 - iii. *Selection.* In the event that the County intends to transport some but not all City Inmates to be incarcerated in another jurisdiction's jail facility, the City shall have the discretion to determine which City Inmates will remain in the Jail.
 - iv. *Female Inmates.* The City recognizes that the County does not currently house female inmates. Therefore, the County need not notify the City that the County intends to relocate a female City Inmate to another jurisdiction's jail facility. However, if the County houses female inmates in the Jail, then Sections 3(d)(ii) and 3(d)(iii) shall apply equally to male and female City Inmates.
- (e) Release or Transfer. The County will not release a City Inmate or transfer custody of a City Inmate to an agency other than back to the City, except as authorized by this Agreement.
- i. City Inmates may be released from the Jail for the following reasons:
 1. *Request by City.* The County shall release or transfer a City Inmate upon the County's receipt of a written request by the City. When requesting a custody transfer, the City may request return of a City Inmate in order for the City to resume custody or may request transfer of a City Inmate to the custody of another jurisdiction. Any necessary transport shall be by the City or another jurisdiction or by the County with expenses to be paid as provided in Section 7.
 2. *Court Order.* The County shall release or transfer a City Inmate upon the County's receipt of an order directing the inmates release or transfer when the order is issued by a court having jurisdiction over a City Inmate. Any necessary transport will be according to the terms expressed in the court order or will be by the City or the County, with expenses to be paid as provided in Section 7. If the City's municipal court judge orders that a City Inmate's sentence is to be carried out in another facility or jurisdiction, the order shall be honored by the

County to the extent possible, although the County may take into consideration whether another jurisdiction has charges outstanding against the inmate.

3. *Permission from City.* The County may release or transfer a City Inmate if the County obtains the City's written permission, with necessary transportation expenses to be paid by the County.
 - ii. In the event that the County releases a City Inmate without written authorization from a court of competent jurisdiction or from the City, the City will not be responsible for paying any further booking fees for the individual on any arrest warrant, detainer, probable cause affidavit, citation, other charging document, or judgment and sentence existing at the time of the unauthorized release.
- (f) Standards. The County shall provide inmate services to City Inmates in the same manner and to the same extent as the County furnishes for the confinement of its own gross misdemeanor or misdemeanor offenders.
- (g) Video In-Custody Hearings. The County shall continue to make available the Jail's facility space, equipment, and security personnel in order to facilitate in-custody video hearings by the Shelton Municipal Court for City Inmates incarcerated at the Jail. By no later than July 1, 2017, a City Inmate's attorney or City staff shall be present at the Jail to facilitate the administrative court functions of each hearing, unless otherwise agreed to by the County. The City will continue to provide video equipment for such purposes. The scheduling of video court services shall be mutually agreed upon by the County and the City.

4. INMATES DEFINED

- (a) "City Inmate" means those inmates charged in the City's municipal court; those inmates confined and being held by reason of a warrant, order, or judgment issued by the City's municipal court; those inmates arrested by a City law enforcement officer for a misdemeanor or gross misdemeanor offense while held prior to charging or to release without charges; and those inmates who are originally arrested for a felony offense once they are referred to the City's prosecutor for filing in the City's municipal court as described below in Section 4(c). "City Inmate" does not include those inmates arrested by a City law enforcement officer solely based on an outstanding warrant from another jurisdiction, those inmates arrested by a City law enforcement officer for a felony offense, or a County Inmate.
- (b) "County Inmate" means those inmates arrested by a County law enforcement officer while held prior to charging or to release without charges; those inmates charged in Mason County Superior Court or Mason County District Court; and those inmates confined by reason of a warrant, order, or judgment issued by Mason County Superior Court or Mason County District Court.

- (c) Determination of Case Status. The Mason County Prosecuting Attorney (“Prosecuting Attorney”) shall have the sole authority to determine which felony arrest cases submitted by the City shall be charged as felonies and which as gross misdemeanors or misdemeanors. If the Prosecuting Attorney determines that a case should not be charged in Mason County Superior Court or Mason County District Court, the case shall be referred to the City’s prosecutor for possible filing in municipal court with inmate services charged to the City. Following determination of case status by the Prosecuting Attorney, the City shall not be responsible, financially or otherwise, for any County Inmate. If the Prosecuting Attorney determines that a City case originally charged as a gross misdemeanor or misdemeanor in municipal court will be charged in Mason County Superior Court or Mason County District Court, then all inmate services will be charged to the County.
- (d) When a material witnesses is held in the Jail, inmate days arising solely from a material witness warrant shall be allocated to the party issuing the material witness warrant.

5. COMPENSATION FOR SERVICES

- (a) Compensation. The City shall pay the County for bed space and services, including booking services, at the rates established in Appendix A to this Agreement, which is incorporated herein by this reference. If the City uses less than the guaranteed inmate bed days in a calendar year and all guaranteed beds were available, there shall be no reduction or refund unless otherwise provided in this Agreement. However, in the event that all guaranteed beds are or were not available for the City’s use, for example if the County no longer accepts City Inmates due to capacity issues or otherwise, the County shall reduce the amount of the City’s guaranteed flat rate payment accordingly, using the equivalent daily rate for each bed that was unavailable.
- (b) Calculating Time. The time period for billing purposes shall be measured starting from the time the City Inmate is transferred to the custody of the County and ending either when an inmate is released or when the inmate is no longer considered a City Inmate. Any portion of a day over four (4) hours will be billed as one (1) calendar day.
- (c) Allocation. In the event that an inmate is held on multiple charges or sentences, the following procedure will apply to determine charges assessed to the City:
 - i. Costs for persons incarcerated on a City charge or sentence who is also being held in custody on the County’s or another jurisdiction’s charge or sentence shall be the shared responsibility of all charging or sentencing jurisdictions.
 - ii. For these shared inmates, the City shall be billed the proportionate percentage share of the additional bed rate and the non-routine health care expenses for the shared incarceration period, but such inmates shall not count against the City’s number of guaranteed beds. Furthermore, the proportionate percentage share of costs depends on the number of jurisdictions that have charged or sentenced the inmate; for example, if an inmate is incarcerated on both a County sentence and a

City sentence, the additional bed rate and non-routine health care expenses will be split equally between the County and the City.

- iii. The County will provide the City with notice by telephone or email when a shared inmate's status changes from a shared inmate to that of a City Inmate exclusively, for example when an inmate completes another jurisdiction's sentence but continues to be held by the County solely on a City charge or sentence. This notice will be provided at least two (2) business days prior to the change in status when practicable and otherwise within a reasonable time.
 - iv. Nothing in this section prevents the City from releasing or furloughing its hold on an inmate. However, if the City voluntarily releases or furloughs an inmate and then reinitiates the hold on the same booking number during the same course of incarceration, the City shall pay the administrative booking fee outlined in Appendix A, except that the City shall not pay the administrative booking fee for a reinitiated hold if the City released or furloughed the inmate in order to conform to the cap on the guaranteed number of beds or because there was insufficient space at the Jail.
- (d) Billing and Payment. By the fifteenth (15th) day of each month, the City shall pay the monthly equivalent of the flat rate fee identified in Appendix A for the seven (7) inmate beds guaranteed the prior month. The County shall transmit billings to the City quarterly, invoicing the City for all services, including the guaranteed flat rate, daily bed rates, booking fees, and any non-routine health care expenses not billed directly to the City. Within forty-five (45) days after receipt of a timely billing invoice, the City shall pay the full amount billed (reduced by the applicable monthly amounts previously paid toward the guaranteed flat rate) or withhold a portion thereof and provide the County written notice specifying the total amount withheld and the ground(s) for withholding such amount, together with payment of the remainder of the amount billed (if any amount remains). If the County does not provide timely billings and instead provides more than one bill during the same month, the City shall have additional time to respond, namely an added forty-five (45) days for each late billing; for example, if the County transmits two (2) bills during the same month, the City shall have ninety (90) days from the latest dated bill to respond to both bills. Account balances overdue thirty (30) days or more will be subject to a service charge of 1% per month (12% per annum). Should collection become necessary, the City will pay all collection costs associated with late payments. Withholding of any amount billed shall constitute a dispute, which shall be resolved in accordance with Section 19.
- i. Charges for services rendered shall be made as they accrue each quarter and shall be substantiated with documentation. In conjunction with each quarterly invoice, the County agrees to provide the City with quarterly reports providing a tally of the total inmate days used for the quarter and documenting the names of all City Inmates held in the Jail that quarter, the names of all City Inmates held in other facilities on behalf of the County that quarter, the number of inmate days attributed

to each City Inmate, and all active case numbers assigned to each City Inmate, referencing the reason for custody.

6. HEALTH CARE AND ASSOCIATED COSTS

- (a) Health Care Services. Inmates shall receive medical, mental health, and dental treatment when medically necessary to safeguard their health while in custody as required by law. Upon transfer of custody of a City Inmate to the County, the County will provide or arrange for the City Inmate to receive necessary medical, mental health, and dental services in accordance with applicable law and Jail standards.
- (b) Inmates' Ability to Pay. As required by RCW 70.48.130(4), the County, as part of the screening process upon booking or preparation of a City Inmate into the Jail, shall identify general information concerning the inmate's ability to pay for health care, including insurance or other medical benefits or resources to which an inmate is eligible or entitled. The inmate shall be evaluated for Medicaid (or its equivalent) eligibility and, if deemed potentially eligible, enrolled in the program. This information shall be made available to the City and to any provider of health care services, among others. Nothing in this Agreement prohibits or otherwise restricts the City from conducting its own evaluation of a City Inmate's ability to pay for health care, including but not limited to Medicaid eligibility, or from enrolling City Inmates in appropriate programs.
- (c) Cost of Routine Health Care. As between the City and the County, the County shall be responsible for the costs of providing City Inmates with routine health care. Such health care will include those health care services routinely delivered within the facility at normal cost by County staff, contracted practitioners, or nursing staff.
- (d) Cost of Non-Routine Health Care. As between the City and the County, the City shall be responsible for the costs of providing City Inmates with emergency, exceptional, or non-routine necessary health care. Non-routine necessary health care shall include practitioner-ordered health care or medical services delivered to City Inmates outside of the facility, specialized care provided by non-contract health care providers in or out of the facility, emergency treatment, including EMS and the local hospital emergency department, and related emergency or specialized medical transportation costs. However, the County shall be responsible for the payment of non-routine health care costs when City Inmates are assaulted while in the County's custody, unless a City Inmate instigates the action where he or she is injured, or when those costs are incurred as a result of conditions in the Jail.
 - i. *Notice*. Except in situations deemed an emergency by the County, the County shall notify the City prior to a City Inmate receiving medical, mental health, or dental services from an outside provider or institution, and upon request will work with the City to investigate the possibility of release from custody. In emergency situations, the County shall notify the City, as soon as reasonably possible, when the County becomes aware that a City Inmate is in need of emergency care.

- ii. *Change in Custody.* When health care or medical services are delivered to a City Inmate outside of the facility, the County shall be responsible for the first four (4) hours of off-site custody. Following notice from the County, the City shall assume custody of the inmate at the start of the 5th hour.
 - iii. *Billing.* The City shall be billed directly by the medical care provider(s) or institution(s) for all non-routine health care costs. However, if a circumstance arises where direct billing is prohibited by law or otherwise not possible, then those non-routine health care costs will be billed in the same manner and subject to the same requirements and rights as quarterly invoices for inmate housing provided in Section 5(g). When the County receives invoices from third-party medical institutions or offsite providers for services provided to any City Inmates, the County shall send those invoices to the City as they are received by the County, including invoices received for non-routine health care expenses incurred for a shared inmate as described in Section 5(c).
- (e) Felony Offenders and Allocation. The City is obligated to pay for non-routine health care costs, as described above. In addition, the City shall be responsible for non-routine healthcare costs for inmates arrested and incarcerated by a City law enforcement officer on a felony offense, until that charge is filed in Superior Court. Health care costs for persons held under charges or sentences from multiple jurisdictions including the City shall be allocated as provided in Section 5(c).
 - (f) Cost Reduction Efforts. The County agrees to utilize existing agreements with medical practitioners and organizations to mitigate medical costs, to make its best efforts to negotiate additional favorable agreements, and to seek out all eligible third-party reimbursement for medical costs (including health or auto insurance, DSHS/Medicaid, and/or the State of Washington), in the same manner and to the same extent as the County does for offenders held on its own charges. Specifically regarding prescription medication, the County agrees to use the DOC Formulary, whenever possible, when it or its agents prescribes medication to City Inmates.

7. TRANSPORTATION OF CITY INMATES

- (a) In-Person Court Appearances. The City will provide transportation for City Inmates to and from the Mason County Jail for all in-person Municipal Court appearances on City charges. Consistent with Section 7(b), if the County is housing a City Inmate in an off-site location, the County will transport the inmate to the Mason County Jail pending pick-up by the City. The City will notify the County no later than 2 p.m. the day before a City Inmate has a scheduled court appearance, unless the City Inmate was incarcerated after 2 p.m. and is required to appear in court by the close of business the next day.
- (b) Alternative Housing. The County is responsible for transporting City Inmates to and from any alternative housing facilities the County uses to place City Inmates pursuant to Section 3(d). The City will not reimburse the County for any costs associated with such

transportation. However, in the event that a City Inmate needs to be transported for an in-person court appearance and the City did not provide timely notice, the City will be responsible for the costs of transportation. If the County fails to timely transport a City Inmate from any alternative housing facilities, the County will reimburse the City for any staffing and fuel costs incurred in transporting the City Inmate.

- (c) Additional Transports. For additional transportation by the County required by court order or made at the City's request, the City shall reimburse the County for staffing and fuel costs associated with the City Inmate's transport. Such transports shall be approved by the City prior to the transport, and the County may agree to permit the City to provide partial staffing for the transport in order to reduce costs. In the event that the City requests release of a City Inmate to either the City or another jurisdiction, the inmate will be transported by the City or another jurisdiction or by the County at City expense, except that the County shall be responsible for first returning the inmate to the Jail if the inmate is being held in an alternative housing facility pursuant to Section 3(d).

8. TRANSFER OF CUSTODY FROM THE CITY TO THE COUNTY

- (a) Arrest Warrant or Citation. City law enforcement officers placing an arrested person in the custody of the County shall, in every instance, furnish an arrest warrant, probable cause affidavit, citation, or other charging document to the County's receiving officer on duty.
- (b) Commencement of Custody by County. A City Inmate shall be deemed transferred to the custody of the County when Corrections Officers from the Sheriff's Office take physical control of the inmate and accept lawful charging documents.
- (c) Right to Refuse an Inmate. The County shall have the right to refuse custody of a City Inmate under any one of the following circumstances:
 - i. *Lack of Appropriate Records*. The County may refuse custody of an inmate until the City has delivered copies of any records pertaining to the inmate's incarceration by the City. If a City Inmate has received or refused medical, mental health, or dental treatment from the City before confinement in the Jail, the City shall provide to the County written verification of any authorization of or refusal to authorize care or treatment for such inmate. If the County requests additional information regarding records, the parties shall mutually cooperate to obtain such information. In the absence of documentation and information satisfactory to the County, the receiving officer may refuse to accept custody of the City Inmate.
 - ii. *Pending Medical Needs*. The County shall have the right to refuse to accept any City Inmate who, at the time of presentation at the Jail for initial confinement, appears in need of medical, psychiatric, or dental attention, until the City has provided necessary medical, mental health, or dental treatment to the inmate.

- (d) Inmate Property. A City Inmate's property shall be limited to the amount that can be stored in a locker. City law enforcement officers delivering a City Inmate to the County's custody shall be responsible for ensuring property allowed to be transported with the inmate is properly packaged.

9. INMATE RIGHTS AND PROGRAMS

- (a) Early Release Credit and Discipline. City Inmates confined under this Agreement shall earn early release credits under the policies and rules prescribed by the County and state law for all inmates at the Jail. The County shall maintain and manage City Inmate disciplinary issues and will administer sanctions as per facility rules. No discipline prohibited by federal or state law will be permitted. The disciplinary policies and rules of the Jail will apply equally to inmates confined pursuant to this Agreement and to those otherwise confined. If the County finds removal of earned early release credits is appropriate, the County will provide the City with hearing results and remove earned early release credits.
- (b) Programs. The County shall provide City Inmates with access to all educational, recreational, and social service programs offered at the Jail under the terms and conditions applicable to all other inmates in the Jail.

10. UNUSUAL CIRCUMSTANCES

In the event of one of the following circumstances, the City's Police Chief or an on-duty Shelton Police Department Supervisor shall be promptly notified by telephone with a follow-up notification in writing.

- (a) Escape. In the event of a City Inmate's escape from the County's custody, the County will have the primary authority to direct the investigation and to pursue the inmate within its jurisdiction. Costs related to the investigation and pursuit within its jurisdiction will be the responsibility of the County. The County will not be required to pursue and return an escaped City Inmate from outside the County, except if the County relocates an inmate to another jurisdiction's facility outside of the County, then the County must ensure the other jurisdiction investigates and pursues the escaped inmate.
- (b) Death. In the event of a City Inmate's death in the Jail, the Sheriff's Office and the Mason County Coroner will investigate the circumstances. In the event of a City Inmate's death in another jurisdiction's facility following relocation by the County, the County must ensure the other jurisdiction investigates the circumstances. The City may, if it wishes, join in the investigation and receive copies of all records and documents in connection with the investigation. The County shall, subject to the authority of the Mason County Coroner, follow the written instructions of the City regarding the disposition of the body. Such written instructions shall be provided within three (3) working days of the City's receipt of the notice of death. The City shall be responsible for expenses related to necessary preparation of the body and transport charges. With written consent from the City, the County may arrange burial and matters related or incidental thereto, and the City shall pay

such expenses. This paragraph deals with relations between the parties of this Agreement and is not intended to relieve any relative or other person from responsibility for the disposition of the deceased or associated expenses.

- (c) Catastrophe. In the event of any catastrophic condition presenting, in the sole discretion of the County, an imminent danger to the safety of the inmate(s), the County shall exercise all reasonable care for the safekeeping and custody of such inmates(s) and shall notify the City of the whereabouts of City Inmates in the event relocation was required.

11. CITY ACCESS TO FACILITY AND INMATES

- (a) Access to Facility. City personnel shall have the right to inspect, at mutually agreeable times, the Jail in order to confirm the Jail maintains standards acceptable to the City and City Inmates are treated appropriately.
- (b) Access to Inmates. City personnel, including law enforcement officers, prosecutors, and others, and criminal defense attorneys shall have the right to interview inmates at reasonable times within the Jail, subject only to necessary security rules. City personnel and criminal defense attorneys shall be afforded use of Jail interview rooms in equal priority with any other department, including the County.

12. RECORD KEEPING

- (a) Type and Form of Records. The County agrees to maintain a system of record keeping relative to the booking and confinement of each City Inmate consistent with the record keeping by the County for all other inmates and in accordance with all statutory requirements. The County shall keep records of all medical, mental health, or dental services it or its agents provides to an inmate. Upon resumption of custody by the City, and in accordance with applicable law, the City shall receive a copy of a City Inmate's medical, mental health, or dental records held by the County or the contract medical provider for the County.
- (b) City Access to Records. The County shall make copies of records available to the City within five (5) days of the City's request or as otherwise agreed. In the event that a release of records is expressly prohibited by applicable law concerning the confidentiality of medical records (including the federal Health Insurance Portability and Accountability Act, "HIPAA"), the County agrees that it will enter into a business associate agreement under the HIPAA as necessary to implement the intent of this Agreement.

13. INDEMNIFICATION

- (a) Indemnification of City. The County shall indemnify and hold harmless the City, its officers, agents, and employees from and against all claims, actions, suits, liability, losses, costs, expenses, and damages of any nature whatsoever, including but not limited to costs

and reasonable attorney's fees, by reason of or arising out of any intentional or negligent act or omission of the County, its officers, agents, or employees.

- (b) Indemnification of County. The City shall indemnify and hold harmless the County, its officers, agents, and employees from and against all claims, actions, suits, liability, losses, costs, expenses, and damages of any nature whatsoever, including but not limited to costs and reasonable attorney's fees, by reason of or arising out of any intentional or negligent act or omission of the City, its officers, agents, or employees.
- (c) Joint Liability. To the extent that any claims, damages, losses, and expenses are caused by the concurrent negligence or intentional acts of either of the parties, its officers, agents, or employees, the other party's indemnification obligation hereunder shall be limited to that party's proportionate share of liability as determined by a court of competent jurisdiction or as agreed to by the parties to this Agreement.

14. LEGAL STATUS

- (a) No Separate Legal Entity. This Agreement is executed in accordance with the authority of Chapter 39.34 RCW. It is not the intention of the parties to create a new or separate legal entity by this Agreement. This Agreement does not establish or create a joint venture or partnership between the parties, and no party shall be responsible for the liabilities and debts of the other party.
- (b) Independent Contractor. In providing services to the City under this Agreement, the County is an independent contractor and County officers, agents, and employees are not employees of the City for any purpose, including responsibility for any federal or state tax, industrial insurance, or Social Security liability. No provision of services under this Agreement shall give rise to any claim of career service or civil service right that may accrue to a City employee under any applicable law, rule, or regulation.

15. INSURANCE

- (a) Insurance Requirement. Each party shall obtain and maintain liability coverage in minimum liability limits of Two Million Dollars (\$2,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate for its conduct creating liability exposures related to confinement of inmates, including general liability, errors and omissions, auto liability, and police professional liability. The insurance policy or policies shall provide coverage for those events that occur during the term of the policy, despite when the claim is made.
- (b) Certificate of Insurance/Proof of Coverage. Each party to this Agreement agrees to provide the other with evidence of insurance coverage in the form of a certificate or its equivalent from a solvent insurance provider confirming coverage from a solvent insurance pool that is sufficient to address the insurance obligations set forth above.

16. EFFECTIVE DATE AND DURATION

- (a) Effective Date. This Agreement shall be effective when both parties have duly executed this Agreement. Prior to its entry into force, this Agreement must be filed with the Mason County Auditor or, alternatively, listed by subject on the County's or the City's website or other electronically retrievable public source. Once this Agreement becomes effective, it shall replace and supersede any and all previous agreements between the parties regarding use of the Jail.
- (b) Duration. This Agreement shall continue through December 31, 2018, unless terminated earlier in accordance with the provisions of this Agreement. At the end of the term, if neither party gives notice of termination, this Agreement shall automatically renew in one (1) year increments from January 1 through December 31. Nothing in this Agreement shall be construed to make it necessary for the City to continuously house inmates with the County.

17. TERMINATION

- (a) Notice. Termination of this Agreement by either party may be accomplished on ninety (90) days' written notice to the other party and to the Washington State Office of Financial Management as required by RCW 70.48.090 stating the grounds for said termination and specifying plans for accommodating the affected prisoners.
- (b) Termination by County. In the event of a notice of termination from the County, it shall be the County's obligation to transport the City Inmates at its own expense, on the effective date of such termination. Until such removal, the parties shall retain all rights hereunder, notwithstanding such termination, until all City Inmates are removed or released from the County's custody.
- (c) Termination by City. In the event of a notice of termination from the City, it shall be the City's obligation to transport the City Inmates at its own expense, on or before the effective date of such termination. Until such removal, the City shall pay the daily rate compensation and costs set forth herein related to inmate housing and services, plus an additional five dollars (\$5.00) per inmate for every 24-hour period or part thereof that a City Inmate remains in the Jail; and the parties shall retain all rights hereunder, notwithstanding such termination, until all City Inmates are removed from the Jail.
- (d) Effect on Guaranteed Flat Rate Payments. Effective upon termination, the City shall no longer be responsible for paying any subsequent monthly installments of the guaranteed flat rate remaining in the year. For example, notice provided on July 1 to terminate as of October 1 would mean that the City has zero (0) beds reserved beginning October 1 and is, therefore, relieved from making any flat rate payment for any bed days in October, November, or December.

18. SEVERABILITY, SURVIVAL, AND NON-WAIVER

- (a) Severability. In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid by a court of competent jurisdiction, such invalidity shall not affect other terms, conditions, or applications of this Agreement which can be given effect without the invalid term, condition or application. To this extent and purpose the terms and conditions of this Agreement are declared severable.
- (b) Survival. The provisions of Sections 13, 18, 19, and 20 shall survive the termination of this Agreement.
- (c) Non-Waiver. No waiver of any right under this Agreement shall be effective unless made in writing by an authorized representative of the party to be bound thereby. Failure to insist upon full performance on any occasion shall not constitute consent to or waiver of any continuation of nonperformance or any later nonperformance; nor does payment of a billing or continued performance after notice of a deficiency in performance constitute acquiescence thereto.

19. GOVERNING LAW, DISPUTE RESOLUTION, AND VENUE

- (a) Governing Law. The parties hereto agree that, except where expressly provided otherwise, the laws and administrative rules and regulations of the State of Washington shall govern in matters relating to this Agreement and an inmate's confinement under this Agreement.
- (b) Dispute Resolution. Either party may notify the other in writing of a dispute involving the interpretation or execution of the Agreement. Within thirty (30) days of this notice, the parties shall meet to resolve the dispute. If the dispute is not resolved, then at the request of either party, it shall be referred to non-binding mediation. The mediator will be selected in the following manner: The City shall propose a mediator and the County shall propose a mediator; in the event the mediators are not the same person, the two proposed mediators shall select a third mediator who shall mediate the dispute. Alternatively, the parties may agree to select a mediator through a mediation service mutually acceptable to both parties. The parties shall share equally in the costs charged by the mediator(s) or mediation service. If mediation is not successful in resolving the dispute, either party may seek court action.
- (c) Waiver of Arbitration Rights. Both parties acknowledge and agree that they are familiar with the provisions of RCW 39.34.180(3) and that of their own free will they hereby expressly waive any and all right to arbitrate the level of compensation for incarceration services charged under this Agreement, or any renewal thereof, that either party may possess under RCW 39.34.180(3). Instead, such issues shall be resolved as disputes in accordance with Section 19(b). The parties further agree that such level of compensation and all other issues related to the purpose of this Agreement will only be as agreed to herein or as otherwise agreed to in a writing executed by the parties or ordered by a court of competent jurisdiction.

- (d) Venue. The parties agree that any action relating to this agreement shall be instituted in accordance with RCW 36.01.050 and Chapter 4.12 RCW.

20. NO THIRD-PARTY BENEFICIARIES

This Agreement is not intended to benefit any person, entity, or municipality not a party to this Agreement, and no other person, entity, or municipality shall be entitled to be treated as a beneficiary of this Agreement. This Agreement is not intended to nor does it create any third-party beneficiary or other rights in any third person or party.

21. NON-DISCRIMINATION POLICY

The County and the City agree not to discriminate in the performance of this Agreement because of race; color; national origin; sex; sexual orientation; age; religion; creed; marital status; disabled or Vietnam-era veteran status; the presence of any physical, mental, sensory handicap; or any other status protected by law.

22. MAILING AND CONTACT ADDRESSES

All written notices, reports, and correspondence required or allowed by this Agreement shall be sent to the following:

County: Mason County Jail
Attn: Chief Deputy of Corrections
P.O. Box 1037
411 North 4th Street
Shelton, Washington 98584
Facsimile: (360) 427-9197
Telephone Number: (360) 427-9670 Ext. 369

City: City of Shelton
Attn: Court Administrator/Jail Contract Administrator
525 West Cota Street
Shelton, Washington 98584
Telephone Number: (360) 426-9772 Ext. 0

**BOARD OF COMMISSIONERS
MASON COUNTY, WASHINGTON**

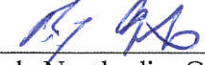
DATE: February 21, 2017



Kevin Shutty, Chairman



Terri Jeffreys, Vice Chair



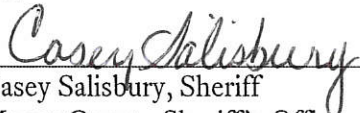
Randy Neatherlin, Commissioner

Attest:




Melissa Drewry, Clerk of the Board

Approved as to Form and Content:



Casey Salisbury, Sheriff
Mason County Sheriff's Office



Tim Whitehead, Chief Deputy Prosecuting
Attorney

CITY OF SHELTON, WASHINGTON

DATE: January 30, 2017



Gary Cronce, Mayor



Tracy Moore, Commissioner



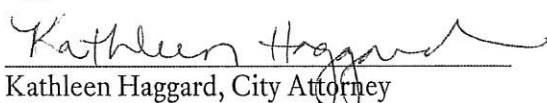
Kathy McDowell, Commissioner

Attest:



Vicki Look, City Clerk

Approved as to Form and Content:



Kathleen Haggard, City Attorney

Appendix A

Costs and Fees

1. Guaranteed Beds

In return for the County's housing of a guaranteed seven (7) inmate beds per day per year (2,555 inmate bed days), the City shall pay the County a flat rate fee of \$217,175.00 per year (the equivalent of approximately \$18,097.92 per month), billed quarterly in the amount of \$54,293.75, which is equivalent to a rate of \$85.00 per bed/per day.

2. Additional Beds

In addition to the seven (7) guaranteed inmate beds per day, the County may agree to house additional City Inmates on a given day, so long as there are adequate beds available in the Jail. However, if the City uses more than 2,555 inmate bed days in a given year, the County will bill each additional inmate bed day at the daily rate of \$85.00 per bed/per day.

3. High Needs Inmates

"High needs inmates" means those inmates who require extra staffing to adequately and safely supervise either because they present a danger to staff or other inmates or because of significant medical or mental health concerns. City Inmates classified as "high needs inmates" by both parties shall not be counted in the City's guaranteed allotment of 2,555 inmate bed days; instead, payment for high needs inmates shall be billed separately on a quarterly basis. These high needs inmates will be billed to the City at the daily rate of \$100.00 per bed/per day.

4. Booking Fees

The City agrees to pay the County \$40.00 for each booking conducted by the County where a City Inmate's stay does not exceed four (4) hours or where the City voluntarily releases or furloughs an inmate and then reinitiates the hold on the same booking number during the same course of incarceration as described in Section 5(c)(iv), unless the City Inmate was previously released by the County without court authorization and is being booked on any arrest warrant, detainer, probable cause affidavit, citation, other charging document, or judgment and sentence existing at the time of the unauthorized release. If an offender is being booked on charges from multiple local jurisdictions, the booking fee will be split evenly between those jurisdictions to the extent possible. The booking fee is intended to compensate the County for the costs of registering, fingerprinting, photographing, and initial screening and examining of persons presented for confinement.