

**INTERLOCAL AGREEMENT FOR JAIL SERVICES FOR 2023-2025
BETWEEN
THE CITY OF NEWPORT, WASHINGTON
AND PEND OREILLE COUNTY, WASHINGTON**

THIS INTERLOCAL AGREEMENT (the "Agreement") is made and entered into by and between Pend Oreille County, Washington, a Washington municipal corporation, hereinafter referred to as the "County," and the City of Newport, Washington, a non-charter code city, hereinafter referred to as the "City," each party having been duly organized and now existing under the laws of the State of Washington. Both parties may be referred to in this Agreement collectively as "Parties" or individually as "Party."

WITNESSETH:

WHEREAS, Pend Oreille County owns and, through the Pend Oreille County Sheriff's Office ("Sheriff") operates the Pend Oreille County Jail, located in Newport, Washington; and

WHEREAS, the City, whose law enforcement officers from time-to-time arrest persons for misdemeanors, gross misdemeanors or felonies, which may result in jailing of the person arrested; and

WHEREAS, the City does not own or operate its own jail and seeks to contract for jail services from the County for confinement of City prisoners; and

WHEREAS, the County has expressed a willingness to provide jail services to the City; and

WHEREAS, the Interlocal Cooperation Act (Chapter 39.34 RCW) and the City and County Jails Act (Chapter 70.48 RCW) authorizes contracts for jail services made between a county and a city; and

WHEREAS, the County and the City desire to enter into this Agreement for the purposes of maximizing the efficient and cost effective use of existing resources and to provide adequate facilities and programs for the confinement, care, and treatment of incarcerated individuals ("Inmates"); and

NOW THEREFORE, in consideration of the above and foregoing recitals, the payments to be made, the mutual promises and covenants herein contained, and for other good and valuable consideration, the Parties hereto agree as follows:

I. PURPOSE OF AGREEMENT

It is the purpose and intent of this Agreement that the County, through the Pend Oreille County Sheriff's Office (hereinafter "Sheriff's Office"), and the City, shall cooperate for the care and custody of adult male and female jail inmates 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 Correctional facility located at 331 S. Garden Avenue, Newport, Washington 99156 (the "Jail").

II. EFFECTIVE DATE AND TERM

This Agreement shall be effective when both Parties have duly executed this Agreement and shall continue through December 31, 2025, unless terminated earlier pursuant to the provisions of Section IX below, PROVIDED HOWEVER that each Party's obligation after December 31, 2023, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with applicable law.

Renegotiations as to the renewal of this Agreement shall begin no later than one hundred and sixty (160) days prior to the expiration of this Agreement (approximately July 23rd, 2025).

III. 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, 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.

IV. ADMINISTRATORS AND NOTICE

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. All written notices,

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

City of Newport:

Primary Contact: Newport Police Department
Wade Nelson, Chief of Police
200 S. Washington Avenue
Newport, Washington 99156
Phone: (509) 447-5611
Fax: (509) 447-2226

Secondary Contact: City of Newport
Abby Gribi, City Administrator
200 S. Washington Avenue
Newport, Washington 99156
Phone: (509) 447-5611
Fax: (509) 447-2226

Pend Oreille County:

Primary Contact: Pend Oreille County Sheriff's Office
Glenn Blakeslee, Sheriff
331 S. Garden, Newport, WA 99156
P.O. Box 5075

Phone: (509) 447-3151
Fax: (509) 447-5261

Secondary Contact: Pend Oreille County Sheriff's Office
Bill Zamora, Corrections Captain
331 S. Garden, Newport, WA 99156
P.O. Box 5079
Phone: (509) 447-1918
Fax: (509) 447-0248

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

V. **SCOPE OF SERVICES**

As described in this Section V and subject to the conditions set forth in Section VI below, the County will accept the City's inmates for purposes of confinement, correction, punishment and/or rehabilitation, and hold such inmates until such time as they are lawfully discharged from custody pursuant to law, or the terms of a judicial Order of Commitment, and/or returned to the custody of the City.

A. **Definitions:** The Parties hereby agree that the following terms shall have the specified meaning unless indicated otherwise herein:

1. **County:** Pend Oreille County.
2. **Facility/Jail:** The Pend Oreille County Correctional Facility located at 331 S. Garden Ave., Newport, Washington is operated by the County for the housing of adult inmates.
3. **Inmate:** means an adult person arrested by a Police Officer of the City or another law enforcement agency on behalf of the City and booked into the Pend Oreille County Jail or housed by the Jail for a misdemeanor or gross misdemeanor offenses that allegedly occurred within the City.
4. **City:** City of Newport.

B. **Target Population.** Inmates transferred to the County shall be those who have been sentenced for commission of a crime or held on a pretrial bail or mandatory hold pending resolution of the charges. The County reserves the right to refuse to house inmates pursuant to this Agreement based upon jail capacity, safety concerns, inmate behavior or other reasons within the discretion of the Sheriff or his designee. The County will immediately advise the City when the jail is at maximum inmate capacity or an inmate is refused housing.

C. **Inmate Housing.** The County shall confine and supervise the City's inmates who are transferred to the County Jail pursuant to this Agreement. The City's inmates may be integrated with the County's jail population. Female inmates, if any, may also be integrated with the County's female jail population. The County shall provide inmate

services to the City's inmates in the same manner and to the same extent as the County furnishes for the confinement of its own inmates.

D. City Access to Inmates. The City, its officers, employees, or agents, may interview its 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 confined in the Jail.

E. Orientation and Rules. Upon an inmate's arrival at the Jail, the County shall conduct an NCIC check and provide an orientation for the inmate as if the inmate were a County inmate. This orientation may address the following conditions at the County Jail:

1. Facility rules and disciplinary procedures;
2. Medical care availability; and
3. Visitation rules.

VI. CONDITIONS OF ACCEPTANCE OF THE CITY'S INMATES

The County shall provide Services to the City subject to the conditions set forth in this Section VI. Should the County, in its sole discretion, decline to accept or retain custody of an inmate of the City's for any of the reasons identified in this Section VI, the County shall notify the arresting officer in person or the City's judicial or law enforcement agency of the non-acceptance and the reason for the non-acceptance. Notification may be made immediately to the arresting officer in person but in any case, will be provided no later than 5:00 p.m. the next business day as follows:

City's contact person/contact information insert below:

Newport Police Department
Wade Nelson, Chief of Police
200 S. Washington Avenue
Newport, Washington 99156
Phone: (509) 447-5611
Fax: (509) 447-2226

Acceptance of the City's inmates into the Jail shall be conditioned upon the following:

A. Obligation to Abide by Policies and Procedures. The City, its officers, employees and agents shall follow all Jail policies and procedures.

- B. Documentation for Legal Basis for Confinement. Absent proper documentation providing a legal basis for confining the City's inmate(s), the County will have no obligation to receive the inmate into custody.
1. Proper documentation for purposes of this section means an arrest warrant, judicial Order of Commitment, other order of a court of competent jurisdiction, or properly completed citation and/or probable cause statement.
 2. Copies of all arrest reports, citations and other pertinent information regarding the individual being booked will be presented to Jail Staff by the arresting officer immediately after the prisoner is received by the County Jail.
- C. Health Care Clearance. The County will have no obligation to receive into custody or retain custody of the City's inmate absent a determination, on an ongoing basis, by Jail staff that the inmate is (a) 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 Correction's Captain shall have final authority to determine whether the City's inmates are medically and/or psychiatrically fit for Jail.
- D. City prisoners committed to the Jail will be subjected to the same rules and regulations required of other prisoners in the Jail.
- E. The County agrees that all City confined prisoners that are directed to appear before a court, will be escorted and monitored by the Pend Oreille County Sheriff's Office at no additional cost to the City.
- F. Population Limits. The County shall have the right to return the City's inmates to the City's 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 MAPL applies to the overall number of inmates but may also be applied to specific populations of inmates (e.g., security level, medical need, mental health housing, etc.). The Pend Oreille County Sheriff or his designee shall determine, in his or her 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:

1. Inmates from out-of-county jurisdictions in reverse order from the date of execution of the respective jurisdictions' interlocal agreements with the County; then
2. Inmates from in-county jurisdictions, including the City, in reverse order from the date of execution of the respective jurisdictions' interlocal agreements with the County; then
3. Inmates confined on Pend Oreille County charges or commitments.

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

VII. HEALTH CARE AND ASSOCIATED COSTS

- A. Health Care of the City's Inmates. Pursuant to RCW 70.48.130, all City prisoners confined in the Pend Oreille County Jail pursuant to the terms of this Agreement shall receive those medical services provided to the other County inmates. The County, in conjunction with providing medical services, has the full authority to order City prisoners having health care needs to existing public or private health care facilities. The Pend Oreille County Sheriff will attempt to obtain prior approval from the City for all specialty referrals to either public or private health care providers unless the jail staff or its medical director determines that an emergency exists, in which instance no prior approval will be necessary.
- B. The County shall determine whether the inmate is eligible for medical care programs authorized under Chapter 74.09 RCW, administered through the Department of Social and Health Services. In such circumstances, the Department of Social and Health Services shall directly reimburse the provider of medical care.
- C. In general, any and all medical expenses incurred under the provisions of this paragraph including medical expenses necessitated by a City

prisoner inflicting harm upon himself or herself, including physicians and all hospital and clinic costs, shall be the sole responsibility of the City and not the County. However, medical expenses incurred as the result of an accident within the jail facility while the City prisoner is in custody shall be the responsibility of the County.

- D. Medical Billings. Medical bills for the City's inmates per the above provisions shall be paid by the County per its existing contracts with the service providers. The County may obtain reimbursement from the inmate for the cost of health care services not provided under Chapter 74.09 RCW, including reimbursement from any insurance program available to the inmate. The City shall not be responsible for the payment of elective or experimental medical procedures or for medical care required as a result of negligence or intentional misconduct on the part of the County, its employees, subcontractors, or for care which could have foreseeably been prevented. Self-inflicted injuries and treatment of such injuries shall be the responsibility of the City. The County shall then bill the City for reimbursement on a monthly basis not to exceed ninety (90) days.

Medical bills shall be forwarded to:

Newport Police Department
200 S. Washington Avenue
Newport, Washington 99156
Phone: (509) 447-5611
Fax: (509) 447-2226

VIII. COMPENSATION FOR SERVICES

The City agrees to pay Pend Oreille County the amounts listed herein for the Jail Services as set forth in this Agreement.

- A. For Calendar year 2023 - \$65,958.00
- B. For Calendar year 2024 - \$67,277.00
- C. For Calendar year 2025 - \$68,623.00

The City shall remain liable for complete and timely payment of all amounts invoiced. The Pend Oreille County Sheriff's Office shall invoice the City annually and the City will remit payment monthly in equal installments.

IX. TERMINATION

- A. Termination for Material Breach. In the event either party believes the other party has materially breached any obligations under this Agreement, such party shall so notify the breaching party in writing, stating the basis upon which breach is claimed and the specific provisions of this agreement claimed to have been violated. The breaching party shall have thirty (30) days from the receipt of such notice to cure the alleged breach and to notify the non-breaching party in writing that cure has been affected. If the breach is not cured within the thirty (30) days, the non-breaching party shall have the right to terminate this Agreement by providing ninety (90) days' prior written notice to the other party and to Washington State Office of Financial Management, as provided in RCW 70.48.090. The ninety (90)day notice shall state the grounds for termination and the specific plan for accommodating the affected jail population.
- B. Termination by Mutual Agreement. This Agreement may be terminated by written notice from either party to the other party and to Washington State Office of Financial Management, as provided in RCW 70.48.090, stating the grounds for said termination and specifying plans for accommodating the affected inmates. The notice must be delivered by regular mail to the contact persons identified in Section IV herein. Termination shall become effective ninety (90) working days after receipt of such notice.
- C. Removal of Inmates Following Notice of Termination. Within the ninety (90) day notice period set forth in subsection A or B above, or within such other period of time as may be agreed upon in writing by the Parties, the City agrees to remove its inmate(s) from Pend Oreille County Jail. In the event of termination of this Agreement, the City shall compensate the County for prisoners housed by the County after notice of such termination until the City retakes its inmates in the same manner and at the same rates as if this Agreement had not been terminated. Upon termination of this Agreement, the City would be responsible for making its own arrangements for the booking of all City misdemeanors, gross misdemeanors, and court committed prisoners. The City would be responsible for all transportation, housing, medical and supervision costs for such prisoners.

X. INDEMNIFICATION, HOLD HARMLESS AND INSURANCE

For the purposes of this Section, the terminology “County” shall also include the “Sheriff.”

- A. The City shall defend, indemnify and hold harmless the County, its agents, employees, officials and officers from any and all liability and/or losses and damages including, but not limited to, attorney’s fees, costs, and all other damages for all acts and omissions of the City, its officials, agents, employees or officers, including, but not limited to, liability arising out of an unlawful or claim of unlawful arrest and/or detention of prisoners, under this Agreement, by the City, or any other claim arising out of performance of this Agreement which claim results or is alleged to result from or alleged to be connected in any manner whatsoever from any act or omission by the City, its agents, employees or officers, but not under any circumstances for any acts or omissions of the County its agents, employees, and officers over which the City exercises no direction or control. The liability for which the City shall defend, indemnify and hold harmless, as described above, shall include, but not be limited to, false arrest, false imprisonment and violations of prisoners’ Constitutional and/or Civil rights based on acts or omissions of the City. Further, the City specifically agrees to pay on demand, any reasonable costs or legal fees required to establish the County’s right to indemnification.
- B. The County agrees to defend, indemnify, and hold harmless the City, its officials, officers, agents, and employees from any and all liability and/or losses and damages including, but not limited to, attorney’s fees, costs, and all other damages for all acts and omissions of the County, its officials, agents, employees or officers, including, but not limited to, liability arising out of an unlawful or claim of unlawful arrest and/or detention of prisoners, under this Agreement, by the County, or any other claim arising out of performance of this Agreement which claim results or is alleged to result from or alleged to be connected in any manner whatsoever from any act or omission by the County, its agents, employees or officers, but not under any circumstances for any acts or omissions of the City, its agents, employees, and officers over which the County exercises no direction or control. The liability for which the County shall defend, indemnify and hold harmless, as described above, shall include, but not be limited to, false imprisonment and violations of prisoners’ Constitutional and/or Civil rights based on acts or omissions of the County. Further, the County specifically agrees to pay on demand, any reasonable costs or legal fees required to establish the City’s right to indemnification.

- C. If the comparative negligence of the City and County, and their officers and employees, is at issue, the liability, loss, cost, or expense, including but not limited to attorney fees and related costs shall be shared between the City and the County in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion as agreed to by the Parties of this Agreement or determined by a court of competent jurisdiction.
- D. 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.
- E. Insurance Requirement. The County and the City shall maintain and provide evidence of liability coverage.
- F. The terms of this section X, "INDEMNIFICATION, HOLD HARMLESS AND INSURANCE," shall survive the termination or expiration of this Agreement.

XI. DISPUTE RESOLUTION

It is the intent and purpose of all Parties to this Agreement to negotiate the herein services in good faith and to provide for reasonable terms and conditions and equitable costs. In the event that the City and the County are unable to reach an agreement for disputes pertaining to the terms and conditions of this Agreement, the matter may be submitted by either party for binding arbitration. The City and County shall each select one arbitrator, the two of whom shall pick a third arbitrator. Except for the specific terms and/or conditions in dispute, all other terms and conditions outlined in this Agreement shall remain in full force and effect throughout the duration of this Agreement.

XII. GENERAL PROVISIONS

- A. 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 this subject matter contained herein.

This Agreement may not be modified or amended in any manner except by a written document properly executed with the same formalities as required for this Agreement by a duly authorized officer of both the City and the County.

- B. Governing Law and Venue. This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington.

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. In the event that a lawsuit is instituted to enforce any provision of this Agreement, the prevailing party shall be entitled to recover all cost of such lawsuit, including reasonable attorney's fees.

- C. 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.

- D. Severability. If any provision of this Agreement or the application thereof to any person or circumstances 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.

- E. 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 waiver by either party of any particular Default constitute a waiver of any other Default or any similar future Default.

- F. 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.

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

- H. Independent Contractor. The County will perform all Services under this Agreement as an independent contractor and not as an agent or employee of the City. Neither the City, nor any agent or employee of the City, shall be deemed to be an agent or employee of the County. 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 the City. 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. The City shall only have the right to ensure performance. The County shall pay, when due, all required employment taxes and income tax withholding including all Federal and State income tax and local head tax on any monies paid pursuant to this Agreement. Neither the County, nor the City, shall have authorization, express or implied to bind the other to any agreements, liability or understanding except as expressly set forth herein.

- I. 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.

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

- K. 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.

- L. Non-Discrimination. 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.

- M. No Third-Party Beneficiaries. This Agreement shall not be construed as or deemed to be an Agreement for the benefit of any third party or parties and no third party or parties shall have any right of action hereunder for any cause whatsoever.
- N. 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 limitations, force majeure, strikes, pandemics, 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 faculties and operations have been repaired and/or restored.
- O. Filing. This Agreement shall be filed with the Pend Oreille County Auditor's Office or, alternatively, listed by subject on each or either party's web site or other electronically retrievable public source pursuant to RCW 39.34.040.
- P. Access to Records. The Parties hereby agree that authorized representatives of the Parties shall have access to any books, documents, paper and record of the other Party which are pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions. All such records and all other records pertinent to this Agreement and work undertaken pursuant to this Agreement shall be retained by the Parties for a period of six (6) years after the final expiration date of this Agreement or any amendments hereto, unless a longer period is required to resolve audit, findings or litigation. In such cases, the Parties may expressly agree by an amendment or separate agreement for such longer period for record retention.
- Q. 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.

[executed pages with signatures is attached]

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be executed as authorized by each party's governing body on the dates indicated below.

**CITY OF NEWPORT
PEND OREILLE COUNTY, WASHINGTON**

Dated: 12/19/22



Keith Campbell, Mayor

ATTEST:



Nickole North, Clerk-Treasurer

APPROVED AS TO FORM:

Kendel Froese, City Attorney

Dated this 19 day of December, 2022

**BOARD OF COUNTY COMMISSIONERS
PEND OREILLE COUNTY, WASHINGTON**



John Gentle, Chair



Robert Rosencrantz, Vice-Chair



Brian Smiley, Commissioner

ATTEST:



Crystal Zieske, Clerk of the Board

RECOMMENDED FOR SIGNATURE BY:



Glenn Blakeslee, Pend Oreille County Sheriff

APPROVED AS TO FORM:



Dolly N. Hunt, Prosecuting Attorney