

CLARK COUNTY STAFF REPORT

DEPARTMENT: Clark County Sheriff's Office

DATE: March 9, 2015

REQUESTED ACTION:

Approve the INTERLOCAL AGREEMENT between CLARK COUNTY and SKAMANIA COUNTY for Jail Services.

BACKGROUND

During the past 5 years, the Clark County Jail's average daily population (ADP) has grown by 10% (from 685 to 761). One of the major areas of ADP growth is in the DOC OAA local population. In January of 2015, Governor Inslee announced his plan to cut prison time for property crimes, putting these offenders on community supervision. This action, if approved, is expected to increase the DOC's use of local jail beds for offenders on supervision.

At this time, Skamania County has empty jail beds, and in December it was announced that Skamania County would need to reduce operating costs as a result of lost timber revenue from the federal government. This has resulted in significant job losses at the Skamania County Sheriff's Office.

The need for more jail bed space in Clark County, the available bed space in Skamania County, and the expected population growth presents an opportunity for Clark County to lease Skamania County jail beds. This would allow Clark County to proactively manage its local jail population while saving jobs and helping maintain public safety in Skamania County.

ADMINISTRATIVE POLICY IMPLICATIONS

There are no anticipated local policy changes.

COUNCIL POLICY IMPLICATIONS

There are no anticipated policy implications for the Board of County Councilors

PREVIOUS REVIEWS AND ACTIONS

A work session was held with the county manager and Board of County Councilors on February 4, 2015, with input from Sheriff Atkins of Clark County and Sheriff Brown of Skamania County, to outline the anticipated DOC policy changes, the expected rise in Clark County Jail ADP, and the proposed partnership between the Clark County and Skamania County. At the conclusion of the presentation, both agencies were encouraged to pursue an agreement for Clark County to lease jail beds from Skamania County while maintaining previous revenue obligations to the General Fund.

COMMUNITY OUTREACH

- Proactive management of jail population in Clark County
- Proactive management of the jail capacity of Skamania County (their jail stays open at full capacity)
- We are good neighbors and save jobs in SW Washington



*mgr
OK
4/2*

BUDGET IMPLICATIONS

YES	NO	
	X	Action falls within existing budget capacity.
	X	Action falls within existing budget capacity but requires a change of purpose within existing appropriation
X		Additional budget capacity is necessary and will be requested at the next supplemental. If YES, please complete the budget impact statement. If YES, this action will be referred to the county council with a recommendation from the county manager.

SUBMITTED BY: Darin Rouhier
DATE: March 9, 2015

DISTRIBUTION OF COUNCIL STAFF REPORTS:


Distribution of staff reports is made via the Grid. <http://www.clark.wa.gov/thegrid/>
Copies are available by close of business on the Thursday after council deliberations.

DISTRIBUTION OF COUNTY MANAGER STAFF REPORTS:

SHERIFF'S OFFICE APPROVALS:

 3/10/15

Ric Bishop
Chief Jail Administrator



Mike Cooke
Undersheriff

Attachments:

INTERLOCAL AGREEMENT between CLARK COUNTY and SKAMANIA COUNTY for Jail Services

APPROVED: 
CLARK COUNTY, WASHINGTON
BOARD OF COUNTY COUNCILORS

DATE: 3-17-15

SR# SR 051-15

COUNTY MANAGER ACTION\RECOMMENDATION

By: Mark McCauley

Date:

SR Number:

REQUESTED ACTION:

Approve the INTERLOCAL AGREEMENT between CLARK COUNTY and SKAMANIA COUNTY for Jail Services.

COUNTY MANAGER RECOMMENDATION:

Action	Conditions	Referral to council?
<i>Approval\denial</i>	<i>Enter conditions or requests here</i>	<i>Yes\No</i>

Mark McCauley
Acting County Manager

DISTRIBUTION

BUDGET IMPACT ATTACHMENT

Part 1: Narrative

This INTERLOCAL AGREEMENT, if approved, would allow Clark County to utilize the Skamania County Jail to house up to 15 inmates at a rate of \$55 per day. For the period March 1 to December 31, 2015, the maximum expense for such jail services is \$252,450. The maximum expense for full year 2016 is \$301,125.

The Skamania County jail services will only be utilized to the extent Washington DOC utilizes additional beds (over the current 67) in the Clark County jail at a rate of \$81.97 per bed-day. All amounts paid to Skamania County will be funded with additional revenue from Washington DOC.

If approved, this action will resource-neutral supplemental action, which will be submitted by the Sheriff's Office during the 2015 Omnibus Supplemental process.

Part 2: Budget Impact

Expenditure:

Fund	Dept	Obj	Expense change Year 1	Expense change Year 1	Expense change Year 2	Expense change Year 3	Expense change Year 4	Expense change Year 5	Expense change Year 6	One time or continuing
0001	261	510	\$252,450	\$252,450	\$301,125	\$301,125	\$301,125	\$301,125	\$301,125	Ongoing
Total			\$252,450	\$252,450	\$301,125	\$301,125	\$301,125	\$301,125	\$301,125	Ongoing

Revenue

Fund	Dept	Obj	Revenue change Year 1	Revenue change Year 1	Revenue change Year 2	Revenue change Year 3	Revenue change Year 4	Revenue change Year 5	Expense change Year 6	One time or continuing
0001	261	000	\$252,450	\$252,450	\$301,125	\$301,125	\$301,125	\$301,125	\$301,125	Ongoing
Total			\$252,450	\$252,450	\$301,125	\$301,125	\$301,125	\$301,125	\$301,125	Ongoing

Part 3: FTE Profile Over Time

# FTE	Type	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
0		0	0	0	0	0	0

Year 1 estimated start date for employees:

RESOLUTION NO. 2015-03-08

A Resolution for Interlocal Agreement Relating to Jail Services

1 WHEREAS the Board considers a resolution relating to an agreement pursuant to
2 Chapter 39.34 RCW and Chapter 70.48 RCW whereby Skamania County in return for certain
3 consideration agrees to provide jail services to Clark County; and

4 WHEREAS the Board finds that Clark County from time to time desires to commit Clark
5 County inmates to the Skamania County jail; and

6 WHEREAS, the Board finds that Skamania County agrees to furnish its facilities and
7 personnel for confinement of Clark County inmates in the same manner and to the same extent as
8 Clark County furnishes for the confinement of its own inmates; and

9 WHEREAS, Skamania County will provide jail services to Clark County for a maximum
10 of 15 inmates, therefore,

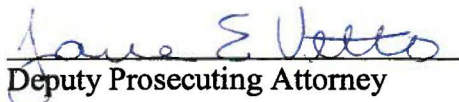
11 BE IT RESOLVED, the Board of County Councilors, Clark County, Washington, hereby
12 approves entry into the Interlocal Agreement between Clark County and Skamania County,
13 attached hereto as Exhibit A.

14 DATED this 17th day of March, 2015.


Attest:


Clerk to the Board

Approved as to form only:
ANTHONY F. GOLIK
Prosecuting Attorney


Deputy Prosecuting Attorney

BOARD OF COUNTY COUNCILORS
CLARK COUNTY, WASHINGTON

By: 
David Madore, Chair

By: _____
Jeanne E. Stewart, Councilor

By: _____
Tom Mielke, Councilor

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Prosecuting Attorney


Deputy Prosecuting Attorney

BOARD OF COUNTY COUNCILORS
CLARK COUNTY, WASHINGTON

By: 
David Madore, Chair

By: _____
Jeanne E. Stewart, Councilor

By: _____
Tom Mielke, Councilor

INTERLOCAL AGREEMENT

between

CLARK COUNTY

and

SKAMANIA COUNTY

THIS AGREEMENT is authorized by Chapter 39.34 RCW and Chapter 70.48 RCW and entered into by Clark Count and Skamania County, whereby Skamania County in return for certain consideration agrees to provide jail services to Clark County.

IT IS THE PURPOSE OF THIS AGREEMENT for Skamania County to provide jail services to Clark County. Skamania County is charged with the responsibility under Chapter 70.48 Wash. Rev. Code for maintenance of a county jail. Clark County from time to time desires to commit Clark County inmates to the Skamania County jail. Skamania County agrees to furnish its facilities and personnel for confinement of Clark County inmates in the same manner and to the same extent as Clark County furnishes for the confinement of its own inmates. Skamania County will provide jail services to Clark County for a maximum of 15 inmates.

Clark County and Skamania County mutually agree to the following:

1. PERIOD OF PERFORMANCE

The term of this agreement shall be for the period from February 1, 2015 through March 1, 2017. This agreement will automatically renew for an additional twelve (12) months unless terminated in writing by either party with 90 days notice pursuant to Section 5.12 of this agreement.

2. PAYMENT PROVISIONS

Skamania County will house in the Skamania County jail up to 15 Clark County Jail inmates per day, in consideration for payment as set forth in Appendix A, attached hereto. Billing shall be based on the number of Clark County prison inmates in the jail as of 1:00 AM daily. Skamania County agrees to bill monthly for all sums described herein. Clark County agrees to remit promptly on receipt of such billings.

Clark County inmates, charged with a crime by Skamania County or served a warrant for Skamania County (superior or district courts), will become the financial responsibility of Skamania County until the local charges are adjudicated. Upon adjudication, if Clark County still has a detainer on the inmate, the financial responsibility will revert back to Clark County.

3. JAIL RULES AND RESPONSIBILITIES:

Skamania County agrees to provide inmates sent to it pursuant to this agreement by Clark County in facility care identical to the care provided to Skamania County inmates with the sole exception that Skamania County will not house any Clark County inmates in the Skamania County work release facility.

Clark County agrees to provide classification information to Skamania County, and will endeavor to transfer only medium and minimum sentenced offenders. Clark County will only send sentenced sex offenders as a last resort in managing the Clark County main jail inmate population.

Skamania County agrees to abide by and comply with such reasonable rules and regulations including any emergency security rules as shall from time to time be set forth by Clark County, its authorized officers, deputies or employees governing delivery to confinement in and release from the jail. These rules include, but are not limited to the following areas of responsibility:

3.1 Transportation: The counties will use the Northwest Cooperative Shuttle (mini chain) established days of the week for routine transportation of Clark County inmates to Skamania jail facilities for initial transfer and return.

3.2 Compliance with Prison Rape Elimination Act and Custodial And Sexual Misconduct Laws: In the performance of services under this agreement Skamania County shall comply with all federal and state laws and department policies regarding sexual misconduct including but not limited to the Prison Rape Elimination Act of 2003(PREA); RCW 72.0 9.225, sexual misconduct by state employees contractors; RCW 9A .4 4.010, definitions; RCW 9A .4 4.160 custodial sexual misconduct in the 1st; RCW 9A .4 4.170 custodial sexual misconduct in the 2nd degree.

3.3 Health Care:

Routine inmate health care will be provided to Clark County Jail inmates at the Skamania County jail facility, at the expense of Skamania County. Routine treatment includes but is not limited to small cuts, abrasions, sprains, head cold and flu type symptoms.

Extraordinary medical and dental expenses, and participation in or receipt by Clark County inmates of rehabilitative or correctional services, facilities, programs or treatment not reasonably included as part of routine medical care, shall be agreed to by the parties before such extraordinary expenses are incurred, unless, in the judgment of Skamania County, delay can be of such harm to the medical, mental or dental condition of the inmate that an emergency exists. In the event an emergency is determined, notice to Clark County shall be given as soon as practical after first giving priority to treatment of the inmate. Clark County shall be responsible for any such extraordinary expenses.

In the event of a medical emergency involving a Clark County inmate housed in Skamania County, Clark County will become responsible for taking custody of the inmate at the medical facility, as soon as notified of the transportation and reasonable amount of time to mobilize transport/escort staff.

It is responsibility of Clark County to immediately notify Skamania County of any pre-existing medical dental or medical mental conditions which Clark County becomes aware of, both prior to and after the inmate is transferred to Skamania County. It is the responsibility of Clark County to arrange for Medicaid payments for its inmates.

3.4 Clothing: Skamania County agrees to issue a minimum of one set of clothing to each inmate upon admission and clean clothing and bedding will be issued to the Clark County inmate on at least a weekly basis thereafter. Skamania County agrees to provide weather resistant clothing and equipment appropriate to the inmate's assignment as if they were Clark County inmates. Skamania County agrees to furnish Clark County inmates with climate appropriate outerwear comparable to that provided to Skamania County inmates.

3.5 Compensation For Work: Skamania County agrees to provide Clark County inmates who participate in Skamania County employment the same reimbursement, if any, as Skamania County inmates performing similar work.

3.6 Discipline: Skamania County may discipline Clark County offenders in accordance with Skamania Counties rules and disciplinary procedures. Skamania County agrees to notify Clark County as soon as possible but no later than seventy-two hours after disciplining a Clark County offender when such conduct resulted in the inmate receiving Skamania County discipline or referral for charges. In such cases Clark County reserves the right to determine if the inmate's misconduct should also be addressed through its violation and hearing processes. Clark County reserves the right to refer its offenders to more secure housing within Skamania County consistent with Skamania County's policies, procedures and prudent facility management practices. Skamania County may require Clark County to retake any inmate whose behavior requires segregated or protective housing pursuant to this agreement. Clark County may request a Clark County inmate be returned to Clark County if the inmate's behavior requires segregated or protective housing pursuant to this agreement.

3.7 Jail Operations: Skamania County agrees to manage Clark County inmates consistent with the management of Skamania County inmates in accordance with the law. Skamania County agrees to maintain staffing levels at the Skamania County Jail in sufficient numbers and rank to maintain the safety of the public, staff, and Clark County inmates and to reasonably carry out the provisions of this agreement.

3.8 Religious Opportunity: County agrees to provide Clark County inmates the same space and opportunity for religious services as provided to Skamania County inmates.

3.9 Telephone: Skamania County agrees to provide Clark County inmates access to telephone services consistent with telephone services provided to Skamania County inmates.

3.10 Commissary and Mail: Skamania County agrees to provide Clark County inmates commissary and mail services consistent with commissary and mail services provided to Skamania County inmates.

3.11 Offender Funds: Skamania County agrees to administer Clark County inmates funds consistent with the funds administration provided to Skamania County inmates.

3.12 Visitation: Skamania County agrees to provide Clark County inmates visitation opportunities consistent with those that are provided to Skamania County inmates.

3.13 Grievance Procedures: Skamania County agrees to handle initial Clark County inmate grievances consistent with Skamania County's grievance procedures. Skamania County agrees to handle appeals or additional reviews of Clark County inmate grievances.

3.14 Death Of An Offender: Skamania County agrees to immediately notify the Clark County on-duty main jail supervisor telephonically of any Clark County inmate's death. Skamania County also agrees that the inmate's death shall be reviewed by the Clark County Medical Examiner pursuant to Clark County policies and procedures.

3.15 Escape of An Inmate: Skamania County agrees to immediately notify the Clark County Jail on-duty main jail supervisor telephonically if Clark County inmate escapes. Skamania County also agrees to immediately notify all local law-enforcement agencies.

3.16 Inspections: Clark County may conduct periodic inspections of the Skamania County jail where Clark County inmates are being housed upon 24 hour notice of such inspection.

4. INDEMNIFICATION

Skamania County agrees to indemnify and hold harmless Clark 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 reason of or arising out of any negligent action or omission of Skamania County, its officers, agents, employees, vendors and volunteers or any of them related to the services provided under this agreement. In the event that any suit based upon such a claim, action, loss or damage is brought against Clark County, Skamania County agrees to defend the same at its sole cost and expense; provided, Clark County retains the right to participate in said suit if any principle of governmental or public law is involved. Said participation shall not compromise the ability of Skamania County to settle the suit if it deems that course advisable. If final judgment be rendered against Clark County, its officers, agents and employees, or any of them, or jointly against Clark County and Skamania County and their respective officers, agents, and employees, or any of them, Skamania County shall satisfy the same.

Clark County agrees to indemnify and hold harmless Skamania 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 reason of or arising out of any negligent act or omission of Clark County, its officers, agents, and employees or any of them related to the services provided under this agreement. In the event that any suit based on upon such a claim, action, loss or damage is brought against Skamania County, Clark County agrees to defend the same at its sole cost and expense; provided that Skamania County retains the right to participate in said suit if any principle of governmental or public laws is involved. Said participation shall not compromise the ability of Clark County to settle the suit if it deems that course advisable. If final judgment is rendered against Skamania County, its officers, agents and employees, or any of them, or jointly against Skamania County and Clark County and their respective officers, agents, and employees, or any of them, Clark County agrees to satisfy the same.

In executing this agreement Clark County does not assume liability or responsibility or in any way release Skamania County from any liability or responsibility which arises in whole or in part from the existence or effect of Skamania County rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such Skamania County rule or regulation is at issue, Skamania County agrees to defend the same at its sole expense and if judgment is entered or damages awarded against Clark County Skamania County or both Skamania County shall satisfy the same, including all chargeable costs and attorney's fees.

5. GENERAL PROVISIONS

5.1 Independent Contractor: Each party agrees to perform its duties hereunder as an independent contractor and not as an employee. Neither Skamania County nor any agent or employee of Skamania County shall be deemed to be an agent or employee of Clark County. Neither Clark County nor any agent or employee of Clark County shall be deemed to be an agent or employee of Skamania County. Skamania County agrees to pay, when due, all required employment taxes and income tax withholding including all federal and state income tax and local had tax on any monies paid pursuant to this agreement. Neither Skamania County nor Clark County shall have the authorization, express or implied to bind the other to any agreements, liability or understanding except as expressly set forth herein.

5.2 Personnel: Skamania County agrees to retain sufficient personnel to deliver twenty-four hour care and supervision to Clark County offenders consistent with Skamania County policy and law, as well as administrative and support service personnel for the overall operation of the jail.

5.3 Training: Skamania County agrees to train its employees in accordance with its policies and the law. Skamania County also agrees to be responsible for all claims, damages, liability and court awards including costs, expenses and attorney's fees incurred as a result of any act or omission of its employees and agents, subcontractors or assignees incurred in connection with the training.

5.4 Non-Assignment and Subcontracting: Skamania County shall not assign or transfer any portion of this Agreement (whether by assignment or novation) without the prior written consent of Clark County, at their sole discretion. In any event, any work or services assigned or subcontracted under the terms herein shall be subject to each and every provision of this Agreement and proper bidding procedures contained therein. The Contractor agrees that it is as fully responsible to the County for the acts and omissions of its subcontractors and of their employees and agents, as it is for the acts and omissions of its own employees and agents.

5.5 Disputes: Disputes between the parties may be submitted to arbitration if the parties are unable to resolve any disputes arising hereunder through conference. No disputes may be submitted to arbitration without the agreement of both parties. Nothing in this section is intended to limit either party access to any and all courts of law in this state or country.

5.6 Governing Law: The laws of the State of Washington and the rules and regulations issued pursuant thereto shall be applied in the interpretation, execution and enforcement of this agreement. Venue for

any legal action related to the performance or interpretation of this agreement shall be in the Superior Court of Clark County, Washington.

5.7 Severability: In the event that any provision of this Agreement is held invalid, that provision shall be null and void. However, the validity of the remaining provisions of the Agreement shall not be affected.

5.8 Compliance with Applicable Laws: The parties agree at all times during the performance of their obligations of this Agreement, to strictly adhere to all applicable federal and state laws and regulations.

5.9 Public Records Act: To the extent any record, including any electronic audio paper or other media is required for retention or indexed as a public record in accordance with the Washington Public Records act, RCW chapter 42.56, parties agree to maintain all records constituting public records and to produce or assist County in producing such records, within the time frames and parameters set forth in Washington law.

5.10 Reports to Clark County: Skamania County shall provide reports to Clark County upon request by Clark County. Reports include, but are not limited to incident reports, discipline reports and other documentation regarding inmate behavior when returned to Clark County. For reports supporting billing for bed days, see Appendix A.

5.11 Termination: A party desiring termination of this contract must give ninety (90) days' written notice to the other party. Such notice shall state the grounds for the termination and specific plans for accommodating the affected jail population.

5.12 Modification: This agreement may be modified upon agreement by the parties. The request to modify by one party should be set out in writing and delivered to the other party at least sixty (60) days prior to the proposed effective date for the modification no modification shall become effective without concurrence of both parties.

6. NOTICE

All notices required to be given by the terms of this Contract, including options, terminations, amendments, and disputes, shall be sent to the Sheriff as follows:

Clark County Sheriff
Attn: Ric Bishop, Chief Jail Administrator
707 West 13th Street
Vancouver, WA 98666
(360) 397-2211

To the Contractor as follows:

Skamania County Sheriff
Attn: David Waymire, Chief Deputy

200 Vancouver Ave
Stevenson, WA 98648
(509) 427-9490 ext. 2014

7. AUTHORITY

RCW 70.4 8.090 authorizes contracts for jail services among counties. This agreement shall also be deemed an exercise of the authority of Clark County and Skamania County under the Interlocal cooperation act (Chapter 39.24 RCW) and shall be filed with the County Auditor, County Clerk and the Secretary of State.

THE FOLLOWING PARTIES HAVE EXECUTED THIS AGREEMENT:

Mark McCauley, Clark County Manager


Mark McCauley

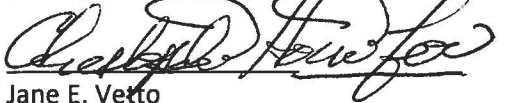
**SKAMANIA COUNTY
BOARD OF COMMISSIONERS**

Chair

Commissioner

Commissioner

APPROVED AS TO FORM:


Jane E. Vetto
Clark County Deputy Prosecuting Attorney

APPROVED AS TO FORM:

Adam Kick
Skamania County Prosecuting Attorney

Appendix A

Clark County agrees to pay Skamania County for each of its inmates at a rate fifty-five and no 100 (\$55.00) per day for each inmate housed at the Skamania County Jail as referenced in section 2.

Skamania County will provide a headcount at 1:00 AM each day, itemizing the name of the Clark County inmates housed at the Skamania County jail in leased bed.

In the event of a potential discrepancy claimed by Clark County, Skamania County agrees to provide an itemized list of all inmate's names, dates of arrival, causes for confinement (such as Clark County leased bed, detainer or Skamania County Jail equivalent) and date of release to resolve the discrepancy to mutual satisfaction. The data provided will be based on the Skamania County jail Registry, as required by RCW 70.4 8.100 (1)(a) and (b).