

INTERLOCAL GOVERNMENT CONTRACT BETWEEN
THE TOWN OF REARDAN
AND
LINCOLN COUNTY
FOR
JAIL AND DISPATCH SERVICES

THIS AGREEMENT is made and executed on this 4th day of April, 2022 by and between the Town of Reardan (hereafter "Agency"), and Lincoln County, Washington (hereafter "County").

PART I

PURPOSE OF AGREEMENT / AUTHORITY

- 1) Counties and towns are responsible for the prosecution, adjudication, sentencing and incarceration of misdemeanor and gross misdemeanor offenses committed by adults in their respective jurisdictions under RCW 39.34.180.
- 2) The County has an established Sheriff's jail and dispatch facility.
- 3) The parties believe it is in the interest of both the County and Agency to make these jail and dispatch services available to Agency on a contractual basis as set forth herein.
- 4) The Washington Interlocal Cooperation Act, Chapter 39.34 RCW, authorizes governmental units to share existing services. Further, RCW 39.34.080, RCW 39.34.180, and Chapter 70.48 RCW provide a framework outlining the responsibilities of the parties when contracting for services set forth in this Agreement.
- 5) This Agreement hereby supersedes and replaces the following agreements/contracts:

a) *AMENDMENT TO INTERLOCAL GOVERNMENT CONTRACT BETWEEN THE TOWN OF REARDAN AND LINCOLN COUNTY FOR JAIL, DISTRICT COURT AND PROSECUTOR SERVICES*, dated March 22, 2001;

b) *INTERLOCAL GOVERNMENT CONTRACT BETWEEN REARDAN, WASHINGTON, AND LINCOLN COUNTY FOR JAIL DISTRICT COURT AND PROSECUTOR SERVICES*, dated March 2, 1998; and

c) *AGREEMENT FOR POLICE DISPATCH SERVICES*, dated February 16th, 2012.

PART II

JAIL SERVICES

- 1) The County will provide the Agency with jail services to adequately detain prisoners placed under arrest directly by Agency officers making an arrest for crimes and violations alleged to have occurred within the Agency's town limits.

PART III

JAIL SERVICES DEFINITIONS

- 1) Inmate – A person who has been arrested and incarcerated for any misdemeanor or gross misdemeanor offense alleged to have occurred within the town limits.
- 2) Inmate Day – Any day an inmate is in the custody of the County, including the first day an inmate is incarcerated at the County's jail. An Inmate Day ends at midnight of the day immediately preceding the day of the inmate's release or return into custody of Agency or their designee.

PART IV

JAIL SERVICES -- COMPENSATION

- 1) The cost per Inmate Day for jail services for inmates for calendar year 2022 is \$63.00 ("Base Rate"). Costs in addition to the Base Rate are set forth in this Agreement. The Base Rate will remain set for calendar year 2022, and \$66 for calendar year 2023. The Base Rate shall increase 2% per Inmate Day each year beginning January 1 of every calendar year thereafter, should this Agreement not be terminated. The Agency shall be responsible for the full Base Rate of the first sixty (60) consecutive Inmate Days for any applicable booking. The Agency shall be responsible for 50% of the Base Rate for any consecutive Inmate Days in excess of sixty (60). Should an inmate be released, and subsequently rebooked, the calculation of days for the second booking shall be as though the prior booking had not taken place, regardless of cause number.
 - Example 1: Inmate is booked, and remained in custody, for sixty-five (65) days, all occurring in 2022. Agency would be billed for 60 inmate days at a rate of \$63/day and five (5) days at a rate of \$31.50/day.
 - Example 2: Inmate is booked, and remains in custody, for sixty-five (65) days. Inmate is released, and then booked again for an additional ten (10) days. All inmate days occurring in 2022. Agency would be billed for sixty (60) inmate days at a rate of \$63/day and five (5) inmate days at a rate of \$31.50/day, for the first booking. Agency would be billed for ten (10) inmate days at a rate of \$63/day for the second booking.
- 2) Additional necessary costs incurred for an inmate, including Warrant Service Fees, applicable State Shuttle Fees and other transportation costs, will be itemized separately from that of any applicable booking and per day costs.
- 3) Incorrect designation of a crime as a felony upon arrest will not relieve the Agency of its obligations under this Agreement for misdemeanor and gross misdemeanor arrests. However, if a felony, originally charged by the Prosecuting Attorney, is amended to a misdemeanor or gross misdemeanor for a reason other than misclassification of a crime as a felony, no such Agency obligations under this Agreement shall exist. Agency shall have no responsibility for inmate costs for any adult arrested by or in the town on a warrant issued for a crime or violation to have occurred outside of Agency's town limits.
- 4) By the seventh day of each month, the County will provide Agency with a report outlining the previous month's usage. This report shall include, at a minimum, the number of bed days used by Agency, the total cost by the Agency, and the inmates to which these are attributable.
- 5) The County will invoice the agency on a quarterly basis for the Inmate Days for the preceding quarter. Payment by the Agency shall be due within thirty (30) days of receipt of the County's invoice.
- 6) Should the Agency fall two (2) months in arrears from the payment due date, the Agency shall be considered delinquent, and in that event, and after providing the required notice and opportunity set forth in Section XI of this Agreement, County shall have authority to terminate all services to the Agency.

PART V
INMATE MEDICAL REIMBURSEMENT

- 1) The County shall provide health care, to include over the counter medications, routine medical, mental health, dental care, regular medical screening identical to services provided to Inmates. Agency will reimburse the County for the costs incurred for these services.
- 2) The Agency will reimburse the County for Inmate medical costs incurred for any emergency department or urgent care visit, to include the hospital fee, physician services, labs, X-rays, etc. with the following provision: The County will notify the Agency Police Chief within four (4) business hours of transport of an Inmate.
- 3) Agency will pay for the transportation, and security, to and from the jail for Inmate medical services. In all cases, the County will arrange for the most cost-effective, appropriate method of transportation when transporting the Inmate.
- 4) Medical bills for the Agency Inmates per the above provisions shall be paid by the County per its existing contracts with the service providers, if such are utilized. The Agency 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, agents, subcontractors, or for care which could have foreseeably been prevented. The County shall then invoice Agency for reimbursement on a monthly basis.

PART VI
DISPATCH SERVICES DEFINED

Dispatch Services for the purpose of this Agreement are defined as:

- a. The operation of a Public Safety Answering Point (PSAP);
- b. 24-hour 911 call taking, call interrogation, call triage and dispatching;
- c. Documentation of activities in CAD (Computer Aided Dispatch);
- d. After business hours telephone services;
- e. Geographical Information Systems (GIS) map building, maintenance, and Master Street Address Guide (MSAG) maintenance;
- f. Answering customer radio traffic in a manner equitable to other agencies sharing the radio network and dispatch services;
- g. Evaluation, prioritization and response to radio, telephone and data traffic; and
- h. Document the activities of Agency as reported to the County.

PART VII
DISPATCH SERVICES – COUNTY OBLIGATIONS

- 1) The County shall provide Agency dispatch services detailed in Part VI in a manner consistent with sound practices;
- 2) The organization, staffing, scheduling, training and supervision of the County Dispatch Center shall be determined by the County;
- 3) The County shall furnish all personnel and equipment and any and all other resources necessary to accomplish the aforesaid services; and

- 4) The County shall ensure all of the County's Federal Communications Commission (FCC) radio frequency licenses are current and Agency is authorized to use the frequency for Agency's public safety operations in accordance with FCC regulations.

PART VIII

DISPATCH SERVICES – AGENCY OBLIGATIONS

- 1) Agency shall adhere to best radio practices to facilitate efficient use of the shared radio network and dispatch resources.
- 2) Agency shall be responsible for purchasing, maintaining and repairing the Agency's base, mobile and portable communications equipment including pagers and computers.
- 3) When the Agency replaces radio hardware, the equipment will meet the current minimum hardware interoperability specifications as determined and updated by the County.

PART IX

OWNERSHIP OF DISPATCH RECORDS AND USE OF DATA

- 1) At the time of this Agreement, the Records Management System (RMS) is Spillman Flex. The RMS is owned through licensing agreement and operated by the County. CAD records created by the County for the purposes of call-taking information from the public and field units or for dispatching field units and resources to calls are the exclusive property of the County. Release of records will be done in accordance with the law and the Public Records Policy of County.

PART X

DISPATCH SERVICES – COMPENSATION

- 1) The calendar year cost for dispatch services for the Agency beginning January 1, 2022, shall be \$14,141.00, paid in quarterly intervals as set forth in Part X, Section 2 of this Agreement. This rate will remain set for calendar year 2023; and shall increase 2% per year, beginning January 1 of every calendar year thereafter, should this Agreement not be terminated.
- 2) At the conclusion of each quarter ending March 31, June 30, September 30, December 31, the County shall prepare and deliver to the Agency an invoice for payment.
- 3) Should Agency fall two (2) months in arrears from the payment due date, the Agency shall be considered delinquent, and in that event, and after providing the required notice and opportunity set forth in Section XI of this Agreement, County shall have authority to terminate all services to the Agency.

PART XI

DEFAULT/DISPUTE RESOLUTION

- 1) If either the County or the Agency fails to perform any act or obligation to be performed by it hereunder, the other party shall deliver written notice of such failure to the non-performing party. The non-performing party shall have thirty (30) days after its receipt of such notice in which to correct its failure to perform the act or obligation at issue, after which time it shall be in default under this Agreement; provided, however, that if the non-performance is of a type that could not reasonably be cured within said thirty (30) day period, then the non-performing party shall not be

in default if it commences cure within said thirty (30) day period and thereafter diligently pursues cure to completion.

In the event a default continues and/or any dispute arises between the parties, either party may request in writing that the issue be resolved by mediation. The site of the mediation shall be in Lincoln County. The parties shall equally split the expenses of the mediator and the facility for the mediation. Each party shall otherwise pay its own expenses. If the parties are unable to resolve the dispute within ninety (90) days, then either party shall have the right to exercise any or all rights and remedies available to it in law.

PART XII

INDEMNIFICATION

- 1) Agency shall defend, indemnify and hold harmless the County, its officers, agents and employees from any claim, cost, judgment or damages, including attorney's fees and third party claims arising from any Agency action; provided that this subsection shall not apply to any such claim, cost, judgment or damage that arises out of or in any way results from any allegations of any intentional, willful or negligent act or omission on the part of the County or any officer, agent or employee thereof.
- 2) County shall defend, indemnify and hold harmless the Agency, its officers, agents, and employees from any claim, cost, judgments or damages, including attorney's fees and third party claims arising out of any action or omission of the County, its officers, agents, independent contractors, or employees; provided that this subsection shall not apply to any such claim, cost, judgment, or damage that arises out of or in any way results from any allegations of any intentional, willful or negligent act or omission on the party of the Agency or any officer, agent, or employee thereof.

PART XIII

TERMINATION

- 1) This Agreement shall begin as of January 1, 2022, and terminate December 31, 2023. This Agreement shall subsequently automatically renew for subsequent one-year periods if 120 days written notice of intent to terminate is provided by the terminating party to the other party not less than one (1) year prior to the expiration of the agreement.
- 2) The Agency shall have the right to terminate this Agreement for any reason whatsoever upon the giving of one-year written notice to the County of the Agency's intent to terminate and the County shall have the right to terminate this Agreement for any reason whatsoever upon the giving of one-year written notice to the Agency of the County's intent to terminate.

PART XIV
CORRESPONDENCE

- 1) Official correspondence in reference to this Agreement shall be directed as follows:

Official contacts to the County:

Lincoln County
ATTN: Sheriff
PO Box 367
Davenport, Washington 99122

Official contacts to the Agency:

The Town of Reardan
ATTN: Mayors
PO Box 228
Reardan, Washington 99029

PART XV
MUTUAL ASSENT

- 1) The undersigned parties, acting as authorized representatives of their respective organizations, hereby express their respective organization's full understanding and acceptance of, and intent to be legally bound by, the mutual obligations and commitments set forth in this Agreement.

In WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

Dated this 11 day of April, 2022.

By: TOWN OF REARDAN

Gail E. Daniels, Mayor

Gail Daniels, Mayor

Dated this 4th day of April, 2022.



BOARD OF COUNTY COMMISSIONERS:

LINCOLN COUNTY, WASHINGTON

Scott M. Hutsell

Scott Hutsell, Chair

Rob Coffman

Rob Coffman, Commissioner

Mark R. Stedman

Mark Stedman, Commissioner

Dan B. Johnson

Hon Dan Johnson, District Court Judge

ATTEST:

Tara Holden

Tara Holden, Clerk of the Board

APPROVED AS TO FORM:

Adam Walser

Adam Walser, Prosecutor