

CITY OF BLAINE
REQUEST FOR COUNCIL ACTION
MEETING DATE: March 27, 2006

SUBJECT: Interlocal Agreement with Whatcom County for 2006 Jail Services

SUBMITTING DEPT: Public Safety

PREPARED BY: Michael Haslip, Public Safety Director

AGENDA LOCATION: Comments / Communications ☐, Consent ☐,
Public Meeting (Hearing) ☐, Unfinished Business ☐, Council Action Item ☒,
Committee Reports ☐

ATTACHMENTS: Interlocal Agreement (for jail services) Whatcom County – City of Blaine

ANALYSIS / SUMMARY: The management of persons held under arrest and incarcerated pre and post conviction is a government responsibility. City of Blaine does not operate a Jail or holding facility for housing arrestees and convicted criminals. Instead the City, as all other jurisdictions in Whatcom County, contracts on a fee for service basis with Whatcom County for specialized incarceration services using the Whatcom County Jail and its related facilities and programs. This request for council action addresses the 2006 agreement for these services.

RECOMMENDATION: Staff recommends that the Council authorize the City Manager to continue to obtain this service via an Interlocal Agreement with Whatcom County, and to sign the necessary documents to perfect the agreement, and to Waive 2nd Reading. ☒

FISCAL ANALYSIS:

Cost for jail services is addressed each year's adopted City Budget. The 2006 budgeted amount for incarceration services is \$75,000. For 2006 the County proposes reducing some rates for specific services and raising others compared to 2005, to reflect changing patterns in the actual cost of providing service. For example: the cost to Blaine per day for the County housing prisoners drops from \$67 to \$65 per day. The cost the County will charge the City for managing prisoners in the Offsite Work Release facility will drop from \$57 per day to \$47 per day under this new agreement. Electronic home monitoring increases from \$22 per day to \$27 per day. One Day offender program management rises from \$35 per day to \$55 per day. In custody work crew arrangement rises from \$61 per day to \$65 per day.

Actual costs for incarceration cannot be forecast with extreme accuracy. In addition to the actual number of people incarcerated and the length of time they are held, medical expenses are an increasing expense. Routine medical services for misdemeanor

offenders are covered under the daily cost charged for incarceration for misdemeanor offender. Extraordinary out of facility are the responsibility of the City and are billed separately. Additionally, a state law RCW 70.48.130 now permits the County to seek reimbursement from the City for medical costs incurred for prisoners held on felony charges prior to their conviction. The City and County work aggressively to control these costs in part by having the prisoner for their insurance pay for medical expenses wherever possible, but an unforeseen medical emergency requiring transport, hospitalization and treatment can be costly. The total amount budgeted for medical contingencies in 2006 is \$19,750, bringing to the total estimated and budgeted 2006 cost for detention to \$94,750.

REVIEWED BY: City Manager _____ Finance Director _____ City Clerk _____

COUNCIL ACTION: Approved ☐, Denied ☐, Tabled / Deferred ☐,

Assigned to: _____

DATE OF NEXT COUNCIL ACTION: _____

INTERLOCAL AGREEMENT
WHATCOM COUNTY -- CITY OF BLAINE

THIS AGREEMENT, between Whatcom County, a political subdivision of the State of Washington (hereinafter the "County") and the City of Blaine, a first class municipal corporation of the State of Washington (hereinafter the "City").

WITNESSETH THAT:

WHEREAS, the Interlocal Cooperation Act (RCW 39.34.180) has been amended effective January 1, 1997 to require each jurisdiction to be responsible for the costs incident to prosecution, adjudication and incarceration of gross misdemeanor/misdemeanor offenses that occur within its jurisdiction and that are committed by adults; and

WHEREAS, the City desires to utilize the services and/or facilities of the Whatcom County Jail on a regular basis, for the purpose of incarcerating offenders or providing jail alternative programs where the initial or appropriate final charge is a gross misdemeanor/misdemeanor offense committed by an adult within its jurisdiction and referred to the County by City law enforcement officers or the City Court Judge;

NOW, THEREFORE,

THE COUNTY AND CITY AGREE AS FOLLOWS:

Section 1. PURPOSE OF AGREEMENT. This Agreement shall serve as the basis for the determination of standards, costs and payments for jail services provided to the City by the County.

Section 2. DURATION OF AGREEMENT. This Agreement shall be effective January 1, 2006, regardless of date of signature, and the contract year shall be January 1 to December 31. This contract shall automatically renew annually unless either the City or the County, or both, provide notice of termination as provided in Section 11 of this Agreement.

Section 3. PARTY CONTACTS. The County's contact for this agreement shall be the Chief of Corrections. The City's contact shall be the head of city government or their designee.

Section 4. COST OF SERVICES, CIRCUMSTANCES FOR COST ADJUSTMENTS, PAYMENTS AND REFUNDS. The City shall pay the County the

costs for the services provided under this Agreement as determined by the formulas set forth in Addendum A to this Agreement, provided that, if any jurisdiction is granted a more favorable rate for any or all of the services provided under this Agreement, except during a transition period, or as a result of specific and unique settlement or necessary contract or fee adjustment, the City shall also receive the more favorable rate.

Costs for services rendered shall accrue as services are used by City, and be paid within 30 days of the final billing statement for each month of service.

The preliminary per diem cost for each service area shall be established by the County based on the projected budget costs of providing each service during the contract year. The preliminary cost projection for each service area shall be provided to the City for budget purposes no later than May 31. The preliminary cost per case/per diem for each service area will be increased or decreased according to the final budget figures for the service areas adopted by the County Council for the contract year, and provided to the City within 10 days of final adoption.

Section 5 - SERVICES PROVIDED. The County agrees to provide jail services and alternative incarceration programs, for gross misdemeanor/misdemeanor cases initiated by the City and referred to the County for those offenses alleged to have been committed by adults within the City.

The County shall provide jail services consistent with the standards contained in Addendum A. If circumstances require the County to reduce services to all jurisdictions, including unincorporated Whatcom County, such reduction in services shall be made uniformly and the County shall provide reasonable notice to the City of its intention to reduce service levels in any service area. Wherever possible, the County will provide a minimum of 30 days' notice of such reductions unless specific circumstances require more immediate action.

Section 6 – DETERMINATION OF CASE STATUS. The Prosecuting Attorney shall have the sole authority to determine which felony cases submitted by the City shall be charged as felonies and which as gross misdemeanors/misdemeanors. The City shall not be responsible for any per diem costs on any cases charged as a felony by the Prosecutor. Nothing in this contract prevents the County from seeking reimbursement for felony medical costs prior to sentencing as provided in RCW 70.48.130.

If the Prosecutor makes the determination that a case is a gross misdemeanor/misdemeanor, such cases shall be referred to the City Attorney for filing in the Municipal Court and charged to the City.

Section 7 - BILLING INFORMATION. The County shall provide the City with an itemized monthly billing report for each service area. The dates used in computing the fees shall be the initiation and release date for each service area. The report listing shall include at a minimum: name of offender, booking number, date and time; charge, court code, disposition and date of the same; citation/warrant numbers of cases, days served, and related costs. Reports shall be provided to the City's designee no later than the 20th day of the month following service. The City's designee shall be allowed read-only access to the County's automated law and justice computer records, case files and billing records for the purpose of verification of billings.

Section 8 - ASSIGNMENT. The County shall provide at least 30 days' notice to the City of its intention to assign or delegate duties under this Agreement, specifying which duties it intends to assign or delegate and the name and address of the party to whom it intends to assign or delegate.

Section 9 - HOLD HARMLESS. The County shall indemnify the City, its officers, employees, and agents, and hold them harmless from any and all claims, suits, actions, loss, or damage resulting from or arising out of the services provided under this Agreement or the negligence or intentional act or omission of the County, its officers, agents, and employees, in performing or failing to perform said services.

The City shall indemnify and hold harmless the County, its officers, employees, and agents for all claims, suits, actions, loss, or damage resulting from or arising out of the negligence or intentional wrongful act of the City in the apprehension or arrest of adult prisoners delivered to the County for incarceration or detention.

Section 10 -- RELATIONSHIP OF THE CITY AND THE COUNTY. The City and the County intend that a City/Independent Contractor relationship will be created by this Agreement. No agent, employee, servant, or representative of the County shall be deemed to be an employee, agent, servant, or representative of the City for any purpose. Nor shall any agent, employee, servant, or representative of the City be deemed to be an employee, agent, servant, or representative of the County for any purpose.

Section 11 - MODIFICATION AND TERMINATION. This Agreement may be modified in writing by mutual agreement of the City and the County. Preliminary proposals for modifications requiring legislative budget authorization and affecting a successive yearly budget shall be submitted to the respective parties' contact on or before May 31 of the current year. The preliminary per diem cost will be increased or decreased according to the final budget figures for the service areas adopted by the County Council for the contract year, and provided to the City within 10 days of final adoption.

Either the City or the County may terminate this Agreement upon a minimum of 120 days' written notice to the other party of its intent to terminate. Termination shall be deemed to be effective only after formal action of the terminating party's legislative body. The legislative action must take place prior to November 1. If it does not, then the effective date of termination will be on December 31 of the following year. The termination date will be midnight on December 31 of that year.

Either the City or the County may terminate this Agreement upon a breach by the other party, provided the party seeking to terminate the Agreement shall provide at least 30 days' written notice and an opportunity to cure to the other party.

Upon termination, the City shall be obligated to pay for only those services rendered or cases filed prior to the date of withdrawal or termination.

The termination of this Agreement shall not impose a requirement on the County to provide for the funding or handling of cases addressed by this Agreement, which are filed after the effective date of termination.

Upon termination, at the City's option, the County shall continue to provide services to completion for inmates housed or alternative services in progress. The City shall compensate the County for all services rendered.

Section 12 -- DISPUTES BETWEEN THE CITY AND THE COUNTY. Should a dispute arise as to the levels of compensation between the City and the County, such dispute shall be progressively resolved in the following manner:

- 1) Through negotiations between the City and the County's respective contacts;
- 2) Through negotiations between the Mayor and the County Executive; or

3) In the event that the City and the County do not reach agreement within 90 days of commencing negotiations, the matter will be submitted to binding arbitration.

4) Nothing in this section shall deny any rights established in Section 11.

The City and the County may mutually agree to extend the negotiation period. If the City and the County cannot agree upon the selection of an impartial arbitrator within fourteen days of a written request for arbitration by either the City or the County, the arbitrator shall be selected as provided in the Superior Court Mandatory Arbitration Rules by a judge of the Superior Court of Skagit County. The arbitration shall be conducted pursuant to the Superior Court Mandatory Arbitration Rules.

Section 13 - PROPERTY AND EQUIPMENT. The ownership of all property and equipment utilized in association with applicable City cases shall remain with the original owner unless specifically and mutually agreed to by both the City and the County to this Agreement.

Section 14 — GENERAL TERMS. This Agreement contains terms and conditions agreed upon by the City and the County. The City and the County agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement. No change or addition to this Agreement shall be valid or binding upon either the City or the County unless such change or addition is in writing, executed by both the City and the County.

The City and the County agree that during the performance of this Agreement no person shall, on the basis of race, creed, color, national origin, sex, marital status, age, religion, ethnicity, or the presence of any sensory, mental or physical handicap, be excluded from services. Neither the City nor the County shall discriminate against any employee or applicant for employment for the above reasons; provided, the prohibition against discrimination in employment because of handicap shall not apply if the particular disability, with reasonable accommodation, prevents the proper performance of the work involved.

The City and the County agree to aid and assist the other in accomplishing the objectives of this Agreement.

ADDENDUM A - 2006

COST METHODOLOGIES, FORMULAS, AND SERVICE STANDARDS

As set forth in Section 4 of this Agreement, City will be notified by May 31 of each year of the projected rates or fees to be charged in the next year, and of the formula used for the calculations. Any subsequent adjustments will comply with the terms of Section 4 of the Agreement.

1. Booking Charge - A booking fee shall be charged to City for each person booked into the jail in the amount of \$50.00. The booking charge will also apply when other law enforcement agencies arrest and book persons into the jail on City's charges and/or warrants. Persons booked into the County jail and released will only incur the booking fee. Persons who are booked into the jail and processed into the facility will incur both the booking charge and a partial or full day per diem charge. The County will make every effort to collect a \$50.00 co-payment from each person booked into the jail for incarceration. The County will apply all proceeds from this co-payment fee to reduce the operational cost of the jail.

2. Jail Per Diem -- City cost per diem for 2006 for all City prisoners incarcerated in County facilities for gross misdemeanor/misdemeanor offenses will be \$65.00 per initial bed day, with each day thereafter broken into quarter day charges, based on \$65.00 for a full 24 hours or a pro rata amount based on quarter day increments.

3. Criteria for Assessing Per Diem Charges. – All departments with charges against offenders will be charged an equal share of per diem and booking charges, including Superior Court. In the event that an inmate is booked on multiple charges, the following procedure will apply to determine charges assessed City:

City will be charged per diem on a per day (quarter day) basis for persons incarcerated in the County Jail on City gross misdemeanor/misdemeanor charges or warrants.

Persons incarcerated on felony charges will be the responsibility of the County, except nothing in this contract prevents the County from seeking reimbursement for felony medical costs prior to sentencing as provided in RCW 70.48.130 City asserts and retains all of its rights under RCW 39.34.180. Persons originally incarcerated for a felony

level violation that is declined by the County Prosecutor and returned to City Attorney will be City's responsibility from the date of booking. Any case originally charged by the Prosecutor as a felony and later plea-bargained or adjudicated to a gross misdemeanor/misdemeanor, shall not require compensation by the City.

If a City charge is concurrent to either Superior Court or another jurisdiction's gross misdemeanor/misdemeanor charge, City shall be billed the proportionate percentage share of the per diem for the shared incarceration day period.

4. Alternative Jail Programs/Per Diem – City will be charged for **Alternative Jail Programs** as follows:

A. If offenders are held in Whatcom County's **Offsite Work Release Facility**, the 2006 per diem rate is \$57.00 per bed day for work release inmates. Billing to City for these participants will be based on this 2006 per diem rate. Any funds collected from the offender will be credited to City.

B. If an offender qualifies for **Electronic Home Detention**, billing to City for these offenders participating will be based on the 2006 per diem rate of \$27.00. Any funds collected from the offender will be credited to City.

C. If an offender is participating in the **One-Day Offender Program**, the offender will bear the complete \$55.00 per Diem cost of the program. If an offender is indigent, and unable to pay per diem fees for the One-Day Offender Program, City shall be responsible for the per diem cost.

D. If an offender is participating in the **Out of Custody Work Crew Program**, billing to City for these participants will be based on the 2006 per diem rate of \$59.00. Should the County bill the offenders for participating in this program, the funds collected from the offender will be credited to City.

E. If an offender is participating in the **In Custody Work Crew Program**, billing to City for these participants will be based on the 2006 per diem rate of \$65.00. Should the County bill the offenders for participating in this program, the funds collected from the offender will be credited to City.

F. All Participants must first be authorized by the sentencing judge to apply for alternative jail programs, and the Chief of Corrections or her designee must approve the terms and conditions of the programs for the Whatcom County Jail.

G. If a City charge is concurrent to either Superior Court or another jurisdiction's gross misdemeanor/misdemeanor charge, City shall be billed the proportionate percentage share of the 2006 per diem for the shared incarceration period.

5. Service Standards -- The County agrees to furnish its facilities and personnel for confinement of City offenders and other services described in this agreement in the same manner and to the same extent as the County furnishes for the confinement of its own gross misdemeanor/misdemeanor offenders, provided that the County shall meet or exceed all legal requirements.

6. Operational control -- City acknowledges the County's operational control of the jail and alternate jail programs and agrees that City offenders committed to the Whatcom County Jail and alternative jail programs will be subject to the same lawful rules and regulations required of other offenders incarcerated therein.

7. Health care -- The County shall be responsible for providing routine health care. Such health care will include those health care services routinely delivered at normal cost by County staff, contracted physicians or nursing staff and delivered within the facility. The County is not responsible for services delivered to offenders outside of the facility. Payment for emergency, exceptional or non-routine necessary health care for City gross misdemeanor/misdemeanor offenders shall be made by City upon written invoice by the County or upon such other terms as City and the County may agree in writing. The County will additionally bill the City for pre-sentenced felony offenders, held on the City's case, who incur emergency, exceptional or non-routine necessary medical costs, as set forth by RCW 70.48.130. Insofar as it is reasonably possible, the County will notify the City as soon as they become aware that an inmate being held on the City's charges is in need of emergency, exceptional or non-routine necessary medical costs and work with the City to investigate the possibility of release from custody. Additionally, the County agrees to utilize all agreements with medical practitioners and organizations to mitigate any medical costs, and seek out any and all eligible third part reimbursement for medical costs, prior to billing the City.

The County agrees to pursue third party payment for emergency, exceptional or non-routine necessary health care in the same manner and to the same extent as the County does for offenders held on its own charges. No third party beneficiary contract or contract of insurance is intended by this contract.

CITY OF BLAINE

Departmental Approval

STATE OF WASHINGTON)
) Ss.
COUNTY OF WHATCOM)

On this ____ day of _____, 2006, before me personally appeared _____
to me known to be the _____ (title) of _____ (Company) and
who executed the above instrument and who acknowledged to me the act of signing and
sealing thereof.

NOTARY PUBLIC in and for the State of
Washington, residing at _____. My
commission expires _____.

Approved as to form:

Recommended for Approval:

Department Director

Date _____

Richard W. [Signature] 2-21-06
Prosecuting Attorney Date

Prosecuting Attorney

Date _____

Accepted for Whatcom County:

By: _____
Pete Kremen, Whatcom County Executive

STATE OF WASHINGTON)
) Ss
COUNTY OF WHATCOM)

On this _____ day of _____, 2006, before me personally appeared Pete Kremen, to me known to be the Executive of Whatcom County, who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

NOTARY PUBLIC in and for the State of Washington,
residing at _____. My commission
expires _____.

CITY OF BLAINE

Gary Thomsic, City Manager

344 H St.

Blaine, WA 98230

Mailing Address: Same as above

Contact Name: Luanne Cranefield

Contact Phone: 332.8311

Contact FAX: 332.7255