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STAFF REPORT NO 169-98

TO Mayor and City Council
FROM Vernon E. Stone City Manager

DATE 7/27/98

943486

Subject Agreement with Clark County for court, jail and correction services for misdemeanor and gross misdemeanor offenses committed by adults within the City s jurisdiction

Objective To approve the agreement for court, jail, and correction services

Present Situation Effective January 1997 with the passage of the City and County Jails Act SB 6211 (RCW Ch 39 34 180) cities are responsible to fund the prosecution, adjudication, sentencing and incarceration of misdemeanor and gross misdemeanor offenses committed by adults in their respective jurisdictions Furthermore the RCW allows for carrying out these responsibilities through contracts or interlocal agreements

The City of Vancouver has been contracting with Clark County for these services since 1988 through various agreements, including the Van Mall Revenue Sharing Agreement (Van Mall) With expiration of the Van Mall agreement December 31 1997, a new interlocal agreement must be executed The agreement will be effective retroactively to January 1, 1998, and automatically renew from year-to-year The proceeds from the 3/10 percent sales tax levied by Clark County will continue to be used to fund these costs

Upon approval by the Council the agreement will be sent to Clark County for action

Proposal To approve the agreement for court, jail, and correction services effective January 1 1998

Advantages Fulfills the City's statutory obligation to fund court, jail and correction services for misdemeanor and gross misdemeanor offenses committed by adults within the City s jurisdiction

Disadvantages Commits the City to payments for these services

Action Requested Authorize the City Manager to sign an agreement with Clark County for court, jail and correction services

Attachment Agreement

C8071301/VES PL MW

943187

Interlocal Governmental Agreement

Between

City of VANCOUVER, State of Washington

and

Clark County for Jail, Court and Correction Services

In accordance with the Interlocal Cooperation Act (RCW Ch 39 34) and the City and County Jails Act (RCW Ch 70 48, as amended) Clark County a municipal corporation and legal subdivision of the State of Washington (the "County") and the City of VANCOUVER, a Washington municipal corporation of the first class (the "City") in consideration of the payments covenants and agreements hereinafter mentioned, to be made and performed by the parties do covenant and agree as follows

ARTICLE I

PURPOSE OF AGREEMENT/ AUTHORITY

Chapter 308 the 1996 laws of Washington, states that each city and town is responsible for the prosecution, adjudication, sentencing and incarceration of misdemeanor and gross misdemeanor offenses committed by adults in their respective jurisdictions and referred from their respective law enforcement agencies whether filed under state law or city ordinance Cities may elect to carry out these responsibilities by entering into interlocal agreements to provide these services Clark County has an established jail facility corrections department, and district court capable of providing these services It is the intent of the parties through this Agreement, to establish procedures by which the County shall provide jail and correction services for the City and to establish a mechanism by which the City shall compensate the County for providing these services

ARTICLE II

DURATION

This Agreement shall go into effect on January 1 1998 and shall automatically renew from year to year thereafter unless terminated pursuant to the terms and conditions of this Agreement, or amended by the parties

ARTICLE III

ADMINISTRATION OF AGREEMENT

No new or separate legal or administrative entity is created to administer the provisions of this Agreement

ARTICLE IV

PROPERTY

All equipment, property or improvements used to effectuate this Agreement shall become the sole property of the party who provided the equipment, property or improvement

ARTICLE V

INTERPRETATION

This Agreement has been and shall be construed as having been made and delivered in the State of Washington, and it is mutually agreed and understood by both parties that this Agreement shall be governed by the laws of the State of Washington Venue shall be Clark County Washington

ARTICLE VI

AMENDMENTS

No amendment or modification of this Agreement may be made unless such amendment or modification is written and executed by both parties

ARTICLE VII

MODIFICATION / TERMINATION / ARBITRATION

Each party to this Agreement agrees that the rate schedule attached to this Agreement as Appendums A B and C will be renewed annually on or before September 15 of each year and any

proposed changes will be presented at a time sufficient to allow both parties to fully discuss the proposed changes

If an agreement as to the levels of compensation within an interlocal agreement or contract for gross misdemeanor and misdemeanor services cannot be reached between a designated City Officer and the County Finance Director then either party may invoke binding arbitration on the compensation issue by providing notice of such to the other party In the case of nonrenewal of an existing contract or interlocal agreement, the notice must be given one hundred twenty (120) days prior to the expiration of the existing contract or agreement and the existing contract or agreement shall remain in effect until a new agreement is reached or until an arbitration award on the matter of fees is made The City and County shall each select one arbitrator and the initial two arbitrators shall pick a third arbitrator

ARTICLE VIII

INDEMNIFICATION

1 The City shall indemnify and hold harmless the County, 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 action or omission of the City its officers, agents, and employees, or any of them in arresting detaining charging prosecuting, or transporting persons subject to incarceration under this Agreement

In the event that any suit based upon such a claim, action, loss or damages is brought against the County, the City shall defend the same at its sole cost and expense provided, that the County retains the right to participate in said suit if any principle of governmental or public law is involved, and a final judgment is rendered against the County, and its officers agents and

employees or any of them, or jointly against the County and the City and their respective officers agents and employee or any of them the City shall satisfy the same

2 The County shall indemnify and hold harmless the City, 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 action or omission of the County, its officers agents and employees, or any of them in accepting City prisoners providing booking and screening functions, furnishing all jail and health services transporting City prisoners or injuries which may occur while incarcerated in a Clark County facility

In the event of any suit based upon such a claim action loss or damage is brought against the City the County shall defend the same at its sole cost and expense provided, that the City retains the right to participate in said suit if any principle of governmental or public law is involved and a final judgment be rendered against the City, and its officers, agents and employee or any of them, or jointly against the City and the County and their respective officers agents and employees or any of them the County shall satisfy the same

ARTICLE IX

COURT SERVICES

The County shall provide Court Services to the City under the following agreed terms and conditions

1 District Court is the court of limited jurisdiction within Clark County It is the court of jurisdiction for misdemeanors and infractions committed within the City

2 The City shall be responsible for all court costs associated with gross misdemeanors misdemeanors and infractions committed within the City

A Per Case Cost For each misdemeanor committed in the City and filed in Clark County District Court, the County shall assess a per case charge as set forth in Addendum C attached hereto and incorporated herein

B Additional Costs. Additional necessary costs incurred will be itemized separately from that of the per case cost. Such additional costs may include court interpreters and witness fees

ARTICLE X

JAIL SERVICES

Clark County will provide jail services to adequately detain prisoners placed under arrest either directly by City officers or by other law enforcement agencies making an arrest for crimes or violations alleged to have occurred within the City limits or under City ordinances

ARTICLE XI

COST AND PAYMENT FOR JAIL SERVICES

The City agrees to make payment for adult City prisoners booked into and/or incarcerated in the Clark County Jail as follows

1 Per Day Cost For each adult City prisoner booked into and/or incarcerated in the Clark County Jail the County shall assess a per case charge as set forth in Addendum A attached hereto and incorporated herein

2 Additional Costs. Additional necessary costs incurred for a prisoner will be itemized separately from that of the per day cost or medical cost. With the exception of an emergency, Clark County will make reasonable efforts to obtain pre-authorization from the City prior to incurring any additional cost

3 Calculation of Per Day Costs For purposes of determining per day prisoner costs any portion of the first incarceration day shall be billed as a full day the second and subsequent incarceration day shall be billed as follows Six (6) hours or less, no cost Over six (6) hours shall be counted as a full day

4 Incarceration Day. The incarceration day begins at the time a prisoner is booked into the Clark County Jail

5 Emergency Medical and Necessary Health Care Pursuant to the Revised Code of Washington RCW 70 48 130 entitled Health and Safety, all City prisoners confined in the Clark County Jail pursuant to the terms of this Agreement, shall receive those medical services provided to other Clark County inmates The County, in conjunction with providing medical services has full authority to order City prisoners having health care needs to existing public or private health care facilities The Clark County Sheriff's Department will attempt to obtain prior approval from the City for all referrals to either public or private health care providers unless the jail or medical staff determines that an emergency exists, in which instances no prior approval will be necessary Any and all medical expenses incurred under the provisions of this paragraph, which are not performed by medical staff upon contract with the County, or paid by the Department of Social and Health Services (DSHS') including all physician, dental, hospital, and clinic costs shall be the sole responsibility of the City, not the County

ARTICLE XII

CORRECTION SERVICES

The Corrections Department is responsible for pre-trial investigations of offenders supervision of offenders released from jail pending trial pre-sentence investigations sentencing recommendations misdemeanor probation supervision, offender work crews electronic home

confinement, offender employment assistance alcohol education programs for those convicted of driving while intoxicated anger control workshops, and general law and justice planning support

ARTICLE XIII

PROGRAMS

The following programs are used by the Clark County District Court for misdemeanor and gross misdemeanor offenders These services are set forth in the programs to satisfy either court mandated functions or post sentence incarceration alternatives

1 Pretrial Release Pretrial Release addresses the provision that any person arrested must be held by the least restrictive means possible until disposition of the offender's case It provides District and Superior Courts with verified information so that appropriate release decisions can be made in a timely fashion In addition to serving as a conduit of information to the Courts and to attorneys the program monitors all offenders placed on Supervised Release a program subfunction, until the offender is sentenced

Pretrial offenders are interviewed by Corrections staff to determine appropriateness for release on personal recognizance or supervised release Those offenders that are released promise to make all of the required court appearances and adhere to specific conditions

The County shall assess the City the associated costs for Pre-Trial Release as set forth in Appendix B

2 Probation Probation provides pre-sentencing information to the Court, which enables the judge to tailor sentences that balance the risk to the community punishment and the needs of the offenders Thus program also monitors compliance with the court-ordered conditions of probation and enforces court orders

When defendants are placed on probation they are classified as high risk. As their compliance with conditions is monitored, their classification status is changed to meet their risk level. Proper monitoring according to risk level increases chances of positive completion. The County shall assess the City the associated costs for Probation services as set forth in Addendum B.

3 Work Crew and Alternative Community Service (ACS) Work crew and ACS are alternative sentencing work programs designed to reduce jail overcrowding by providing minimum-risk offenders a work option to meet court obligations – fines, program fees, jail sentences. In addition to screening, Corrections staff monitor the type of work assigned and ensure that offenders complete the hours assigned. The County shall assess the City the associated costs for Work Crew and ACS services as set forth in Addendum B.

4 Deferred Prosecution Deferred Prosecution monitors compliance with the conditions imposed by a deferred prosecution order, which allows an offender diagnosed with alcohol addiction to undergo a two-year treatment program. Upon successful completion of the program, the charge is dismissed. Although the program is used primarily for DWI cases, it may also be applied for other specified offenses and for offenders with drug addiction and mental health problems.

The intent of Deferred Prosecution is to provide a structure and accountability for the offender to complete their treatment program and successfully complete their course of supervision. The County shall assess the City the associated costs for Deferred Prosecution services as set forth in Addendum B.

5 Offender Industries Offender Industries is the program that oversees the plant nursery located at Mabry. This program educates and trains offenders in basic horticulture in order to give offenders a marketable skill for a sustained wage and to grow plant material for use in

County Parks and along County roads Offender Industries also contains supervision of an in-custody recycling crew and an in-custody janitorial crew

Plants that are propagated and grown in plant nursery program are sold to public entities for their landscaping needs The County shall assess the City the associated costs for Offender Industries services as set forth in Addendum B

6 Indigent Defense Cost Recovery Indigent Defense Cost Recovery (IDCR) is responsible for recovering the offender's portion of the costs for legal representation for those offenders determined to be partially indigent This reimbursement offsets the cost to the county for providing court appointed attorney services

Those defendants using court appointed attorneys who are determined to be partially indigent but able to contribute, are required to pay back a portion of the cost for their legal defense The County shall assess the City the associated costs for Indigent Defense Cost Recovery services as set forth in Addendum B

7 Electronic Home Confinement Electronic Home Confinement (EHC) provides a custodial alternative that requires electronic monitoring of an offender serving a sentence of partial confinement at his/her residence These programs allow for a more judicious use of jail spaces for repeat and more serious offenders The County shall assess the City the associated costs for Electric Home Confinement services as set forth in Addendum B

8 DWI Center The DWI Detention Center program provides services to those offenders sentenced to serve a one or two day sentence for a first-time offense of DWI The education provided to offenders at the DWI Center should impact their habits so that they are not rearrested for DWI within six (6) months of completing the program The County shall assess the City the associated costs for DWI Center services as set forth in Addendum B

ARTICLE XIV

BILLING

Clark County will bill the City quarterly and the City will remit payment within thirty (30) days after receipt of the quarterly billing

1 Financial responsibility shall be as follows

A The City agrees that it will pay prisoner District Court and corrections cost as provided for in this Agreement for any adult arrested and/or incarcerated as a result of a misdemeanor or gross misdemeanor having occurred within the City limits

B The City shall not be responsible for jail costs for those adults who are held in custody on felony offenses or attempt to commit a felony offense, except those which are gross misdemeanors, when felony charges are actually filed

C The City shall have no obligation for any costs associated with filed felonies which are later reduced to misdemeanors or gross misdemeanors by the Prosecuting Attorney

D In those cases in which felony charges are not filed and the case is referred to the City Attorney for prosecution, the incarceration cost will be the responsibility of the City

E The City will have no responsibility for prisoner costs for any adult arrested by City law enforcement officers on a warrant issued for a crime or violation alleged to have occurred outside the City limits

2 Multiple Charges It is the intent of the parties to this Agreement that the City shall pay only those jail and correction costs directly attributable to the incarceration or processing of

misdemeanor or gross misdemeanor charges originating from the City's jurisdiction. By way of example, prisoners held or processed on multiple charges shall be billed as follows:

A. Prisoner held or processed on both felony and city misdemeanor or gross misdemeanor charges

1. Concurrent Sentences: No charge, the more serious felony offense would control.

11. Consecutive Sentences: Upon completion of the felony sentence, as reduced by good time, the billing for City charges will commence.

B. City Misdemeanor or Gross Misdemeanor Charges and other City or County Charges

1. Concurrent Sentences: Split in proportion to each jurisdiction's sentence.

11. Consecutive Sentence: Upon completion of the other City's or County's charges, as reduced by good time, the billing for City charges will commence.

C. Pretrial: Jail costs or correction services directly attributable to the City's misdemeanor or gross misdemeanor are the responsibility of the City. If the sole basis of custody or corrections charges results from the City charge and if for the other charges for which a person is being processed, bail, supervised release, or release on the person's own recognizance is available and such person would have been released, pretrial incarceration cost will be billed to the City. If the prisoner would make bail, receive supervised release, or release would be on their own recognizance on the City charges but the sole basis of

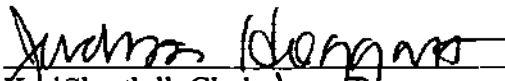
retaining the person in pretrial custody is because of the charge of another city county or felony the City shall not be charged

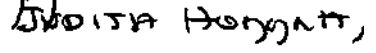
CITY OF VANCOUVER



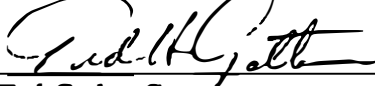
Vernon E Stoner City Manager

Attest



Ker Shorthill Clerk by  Ker Shorthill,
Deputy

Approved as to form



Ted Gathe, City Attorney

BOARD OF COUNTY COMMISSIONERS
FOR CLARK COUNTY, WASHINGTON

Betty Sue Morris Chair

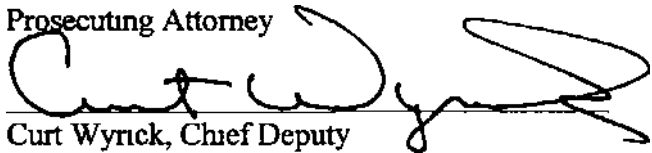
Attest

Louise Richards, Clerk to the Board

Approved as to fo **only**

ARTHUR D CURTIS
Prosecuting Attorney

By



Curt Wyrick, Chief Deputy

ADDENDUM B

1998 Corrections

<u>Program</u>	<u>Cost Per Day</u>
Pretrial Release	3 75
Probation	0 95
Work Crew	0 29
Deferred Prosecution	12 44
Electronic Home Confinem	43 90
DWI Center	14 84

ADDENDUM C

1998 Distnct Court

<u>Case Type</u>	<u>Cost Per Case</u>
Traffic Infraction	20 87
Non Traffic Infraction	18 50
Parking Infraction	16 88
DUI	143 18
Other Cnrminal Traffic	80 75
Cnrminal Non Traffic	89 71