AMENDMENT TO THE JAIL SERVICES AGREEMENT

THIS AMENDMENT TO THE AGREEMENT IS MADE BETWEEN

SKAMANIA COUNTY AND THE CITY OF BATTLE GROUND, WA.

WHEREAS THE PURPOSE OF THIS AMENDMENT IS TO INCREASE THE DAILY BED RATE FROM $60.00 A DAY TO $80.54 A DAY.

THIS INCREASE IS TO TAKE EFFECT STARTING JANUARY 1ST 2025.

THESE CHANGES ARE THE ONLY CHANGES TO THE ORIGINAL CONTRACT.

THE ENTIRE REMANDER OF THE ORIGINAL CONTRACT REMAINS IN FULL FORCE.

THE FOLLOWING PARTIES HAVE EXECUTED THIS AGREEMENT:

SKAMANIA COUNTY
BOARD OF COMMISSIONERS

Absent
Chairman

Commissioner

Commissioner

Skamania County Sheriff

9-17-2024
City of Battle Ground, WA

APPROVED AS TO FORM ONLY:

Prosecuting Attorney

ATTEST:

Clerk of the Board

DATED: 09/24/24

BOARD OF COMMISSIONERS SKAMANIA COUNTY WASHINGTON CLERK OF THE BOARD

EXTENSION AGREEMENT
BETWEEN CITY OF BATTLE GROUND and *SKAMANIA COUNTY FOR JAIL SERVICES*
Effective: January 1, 2020 through December 31, 2025

EXTENSION AGREEMENT is made by and between **The City of Battle Ground**, Washington, (hereinafter referred to as "City"), whose address is 109 SW 1st St., Suite 221, Battle Ground, WA 98604 and **Skamania County** (hereinafter referred to as "County").

City and County agree to extend the terms and conditions of the contract for Incarceration Services through December 31, 2025.

The 2020 daily bed rate shall be $60.00. Skamania County reserves the right to modify the daily bed rate with the understanding that written notice is to be provided to Battle Ground ninety (90) days prior to a rate change. All other terms and conditions remain the same.

DATED this 22nd day of October, 2019.

SKAMANIA COUNTY
BOARD OF COMMISSIONERS

Chairman

Commissioner

Commissioner

Attest:
Clerk of the Board

SKAMANIA COUNTY WASHINGTON BOARD OF COMMISSIONERS

Approved as to form only:

Prosecuting Attorney

CITY OF BATTLE GROUND
A MUNICIPAL CORPORATION

City Manager

Attest:
City Clerk

Approved as to form only:

City Attorney

EXECUTED on the day and year first written below.

SKAMANIA COUNTY SHERIFF

David S. Brown, Sheriff
Date: 10-8-19

BOARD OF COUNTY COMMISSIONERS, Skamania Co., WA

Chairman

Commissioner

Commissioner

Approved as to form:

Prosecuting Attorney

ATTEST:

Clerk to the Board

BOARD OF COMMISSIONERS SKAMANIA COUNTY WASHINGTON CLERK OF THE BOARD

Address for Notice:

David S. Brown, Sheriff
Skamania County Sheriff's Office
Post Office Box 790
Stevenson, WA 98648

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SKAMANIA COUNTY FOR JAIL SERVICES
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SKAMANIA COUNTY
BOARD OF COMMISSIONERS

Chairman

Commissioner

Commissioner

BOARD OF COMMISSIONERS SKAMANIA COUNTY WASHINGTON CLERK OF THE BOARD

Attest:

Clerk of the Board

Approved as to form only:

Prosecuting Attorney

CITY OF BATTLE GROUND
A MUNICIPAL CORPORATION

City Manager

Attest:

City Clerk

Approved as to form only:

City Attorney

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CONTRACT FOR INCARCERATION SERVICES
CITY OF BATTLE GROUND

THIS CONTRACT, by and between the COUNTY OF SKAMANIA, a legal subdivision of the State of Washington, hereinafter referred to as "COUNTY," and the CITY OF BATTLE GROUND, a municipal corporation of the State of Washington, hereinafter referred to as "CITY,,

WITNESSETH:

WHEREAS, RCW 39.34.180 requires each city and town to be responsible for the incarceration of their misdemeanants and gross misdemeanants ("inmates"› referred from their respective law enforcement agencies; and

WHEREAS, it is the desire and intent of Battle Ground to utilize detention facilities maintained by the COUNTY, and to compensate COUNTY therefore, pursuant to the terms of this Contract, for the care and custody of inmates of Battle Ground arrested and / or detained for a violation of Battle Ground Municipal Code and adopted portions of the Revised Code of Washington; and

WHEREAS, the COUNTY wishes to provide the CITY these incarceration services; and

WHEREAS, this contract is authorized by the provisions of RCW 39.34.010 and 70.48 and is required by RCW 39.34.180; and

WHEREAS, the parties have considered the anticipated costs of providing the incarceration services, have anticipated the potential revenues for providing these services, and continue to consider alternatives to and for incarceration services;

NOW, THEREFORE, it is hereby agreed as follows:

1. Services.
The County agrees to provide the City a jail facility and the necessary personnel to incarcerate the City's inmates generally in the same manner as it confines inmates derived from the unincorporated areas of the County.

For purposes of this agreement, the terms "City inmates, shall mean those inmates who are arrested, booked, sentenced, or held in the County Jail on crimes, or suspected crimes, involving misdemeanors or gross misdemeanors within the City limits. "City inmates" shall not include those people who are arrested on, charged with, or convicted of a felony offense, (even if that crime arises out of the same transaction or occurrence as a misdemeanor or gross misdemeanor), and shall not include offenses committed by juveniles except those crimes prescribed by the City of Battle Ground Municipal Code.

2. Payments

As consideration for providing this facility and these services, upon presentation of an invoice statement that provides the inmate's name and dates of incarceration, the City shall pay the County as follows:

2.1 Fifty Five Dollars ($55.00) per day for each City inmate incarcerated in the Skamania County Jail. A City inmate is incarcerated in the County Jail if they are held in excess of four (4) hours from the completion of the booking process. For every City inmate placed into the County Jail, the City shall be charged for at least one (1) day. A day shall mean a calendar day.

3. Term.

The duration of this agreement shall commence on January 1, 2015 and end on December 31, 2015. Both parties agree to meet in November of each year to discuss daily inmate rate. Upon the mutual written consent of both parties, this agreement can be extended for successive one (1) year periods. This agreement may also be terminated by the mutual written consent of both parties at any time, or by either party for any reason upon ninety (90) day's written notice.

4. Operational Control.

The Skamania County Sheriff shall have exclusive control of the jail staff personnel, and sole responsibility for their compensation. The County Sheriff shall also have exclusive control of the day-to-day operations of the Skamania County Jail in performing this contract and the City inmates will be subject to the same rules and regulations required of the other inmates.

5. Health Care.

Pursuant to RCW 70.48.130, the County shall provide routine and regular health care checkups on the City inmates. The City shall be responsible for any extraordinary or emergency medical costs incurred by the City's inmates provided, if at all reasonably practicable, the County shall provide the City notice prior to incurring any extraordinary or emergency medical costs. Such extraordinary or emergency medical costs shall include but not be limited to surgeries, treatment of broken bones, major dental care, or any medical or dental services that require the inmate to leave the jail facility. The City shall not be responsible for the costs for any medical treatment that is required due to injuries sustained while the inmate is incarcerated in the County jail.

6. Services Provided.

Incarceration services will be available to the City on a twenty-four (24) hour per day, seven (7) days per week basis; provided that to alleviate overcrowded conditions or other factors, Skamania County reserves the right to matrix, reject, release or give earned good-time credit to the City's inmates in the same fashion as it handles and administers the other inmate population.

7. Independent Contractor/Hold Harmless/Indemnification.
The parties intend that an independent contractor/County relationship will be created by this agreement. No agent, employee, servant or representative of the City shall be deemed to be an employee, agent, servant or representative of the County for any purpose. The City shall protect, defend, save harmless and indemnify the County from and against all claims, suits and/or actions arising from negligent acts or omissions of the City in the performance of this agreement. The County shall protect, defend, hold harmless and indemnify the City from and against all claims, suits and actions arising from negligent acts or omissions of the County in the performance of this agreement.

8. Full Cooperation.
The City agrees to cooperate fully with the County in the performance of this contract and to furnish the County with any information available to the City that the County may require in the course of the performance of this contract. The Skamania County Sheriffs Office, including the jail personnel, shall have all authority granted to a non-charter code city under the laws of the State of Washington. The County agrees to provide the City with daily reporting updating the City on the inmates currently incarcerated in the County Jail.

9. Modifications.
No changes or additions to this agreement shall be valid or binding upon either party unless such changes or additions be made in writing and executed by both parties.

10. Attorney Fees.
If any suit or action is filed by any party to enforce or interpret a provision of this contract, Or otherwise with respect to the subject matter of this contract, the prevailing party shall be Entitled, in addition to other rights and remedies it might have, to reimbursement for its Expenses incurred with respect to such suit or action, at trial & on appeal, including court costs and reasonable attorney's fees.

11. Entire Agreement.
This contract is the entire agreement between the parties and supersedes all previous agreements or understandings between them. This contract may be modified only in writing, provided both parties have signed the amended document. This contract is not intended to affect or otherwise change any other agreements between the County and the City.

12. Laws of Washington.
This contract shall be governed by and construed under the laws of the State of Washington, and any action brought to enforce the terms of this contract, shall be brought in a court of competent jurisdiction located in Skamania County.

13. Copies of Contract.
Copies of this contract shall be filed with the Battle Ground City Clerk and pursuant to RCW 39.34.040, the Skamania County Auditor.

14. Effective Date.
This contract shall take effect immediately after it has been executed and copies filed as set forth in the preceding paragraph.

IN WITNESS WHEREOF, the COUNTY has caused this Contract to be duly executed on its behalf, and thereafter the CITY has caused the same to be duly executed on its behalf.

CITY OF BATTLE GROUND
A MUNICIPAL CORPORATION

City Manager

12/3/14
Date

City Clerk

12-3-14
Date

APPROVED AS TO FORM ONLY:

City Attorney

APPROVED AS TO FORM ONLY:

Skamania County Prosecuting Attorney

BOARD OF COMMISSIONERS
SKAMANIA COUNTY, WASHINGTON

Absent
Chairman

1/6/2015
Commissioner

Commissioner

David S. Brown, Skamania County Sheriff

ATTEST:

Clerk of the Board

BOARD OF COMMISSIONERS SKAMANIA COUNTY WASHINGTON CLERK OF THE BOARD

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SKAMANIA COUNTY, WASHINGTON

Absent
Chairman

1/6/2015
Commissioner

Commissioner

David S. Brown, Skamania County Sheriff

ATTEST:

Clerk of the Board

BOARD OF COMMISSIONERS SKAMANIA COUNTY WASHINGTON CLERK OF THE BOARD