

**KITSAP COUNTY/CITY OF BAINBRIDGE ISLAND
AGREEMENT FOR INCARCERATION OF CITY PRISONERS**

THIS AGREEMENT is made and entered into by and between KITSAP COUNTY, a municipal corporation, having its principal offices at 614 Division Street, Port Orchard, Washington, 98366 (the County) and the CITY OF BAINBRIDGE ISLAND (the Contract Agency), acting through the Bainbridge Island Police Department having its principal offices at 625 Winslow Way East, Bainbridge Island, Washington 98110.

WHEREAS, the County is authorized by law to operate a jail for misdemeanants and felons and the Contract Agency is authorized by law to operate a jail for misdemeanants and felons;

WHEREAS, the Contract Agency wishes to designate the County jail as a place of confinement for the incarceration of one or more prisoners lawfully committed to the Contract Agency's custody;

WHEREAS, the County is amenable to accepting and keeping prisoners received from the Contract Agency in the County's custody at its jail for a rate of compensation mutually agreed to herein;

WHEREAS, RCW 39.34.080 and other Washington laws authorize any public agency to contract with another public agency to perform services and activities that each such public agency is authorized by law to perform; and

WHEREAS, the County and Contract Agency have considered the anticipated costs of incarceration services and potential revenues to fund such services and determined it is in each of their best interests to enter into this Agreement as authorized and provided for by RCW 39.34.080 and other Washington law.

AGREEMENT

For and in consideration of the conditions, covenants and agreements contained herein, the parties agree as follows:

1. PURPOSE:

It is the purpose of this Agreement to provide for the use by the Contract Agency of the County's jail facilities and services located at the Kitsap County Sheriff's Office, Corrections Division, 614 Division Street, Port Orchard, Washington, 98366.

2. DETENTION/INCARCERATION

The County shall incarcerate persons received from the Contract Agency until the following occur:

- (a) expiration of the term of confinement as indicated in a Warrant or Order of Commitment or as a result of an Order of Release, or is placed on electronic monitoring or similar program as approved by the court; or

- (b) upon posting of bail; or
- (c) receipt of a directive from a law enforcement officer or prosecuting attorney of the Contract Agency to release such person held under probable cause without judicial process; or
- (d) for those held upon probable cause without judicial process upon the passage of two (2) business days; provided, prior to releasing any person pursuant to this subsection, the County shall attempt to contact the Contract Agency to ascertain the Contract Agency's desire with regard to said person; provided that the Contract Agency shall hold the County harmless as set forth in Section 19 for any claim or action resulting from the detention of an individual wrongly detained at the direction of the Contract Agency.

3. CONTRACT REPRESENTATIVES:

All written notices, reports and correspondence required or allowed by this Agreement shall be sent to the following:

County: Kitsap County Sheriff's Office
Ned Newlin, Chief of Corrections
614 Division Street, MS-33
Port Orchard, WA 98366
Phone: 360-337-7107
Fax: 360-337-5780

Contract Agency: City of Bainbridge Island
Matthew Hamner
Chief of Police
625 Winslow Way East
Bainbridge Island, WA 98110
Phone: 206-842-5211
Fax: 206-780-8596

4. AVAILABILITY OF JAIL FACILITIES:

Subject to the County's rights with respect to certain prisoners set forth in Sections 9 and 10 herein, the County will accept and keep prisoners at the request of the Contract Agency, unless the County, in its sole discretion, determines that the jail population is at capacity or so near capacity that there is a risk that the reasonable operational capacity limits of the County jail might be reached or exceeded if the County does not begin to refuse or request removal of prisoners. However, County agrees to notify the Contract Agency prior to any potential action by the County resulting in a change of intake standards. County further agrees to cooperate to the greatest extent possible with the Contract Agency to ensure Contract Agency's ability to incarcerate its prisoners at the county facility.

Upon acceptance of a prisoner at the request of the Contract Agency, the County shall accept and store the prisoner's personal belongings in an amount not to exceed a day pack or equivalent in volume. Any personal belongings exceeding this amount will require County approval prior to acceptance and storage.

5. DEFINITIONS:

"Contract Agency Prisoner" as used in this Agreement shall mean a person arrested by Contract Agency officers and held and confined in the Kitsap County Jail, or otherwise held in detention as provided in this

agreement pursuant to a violation of a Contract Agency ordinance or a violation of a state law or ordinance which designates the crime for which the person is held to be a misdemeanor, gross misdemeanor, or felony (see RCW 70.48.400). A prisoner arrested on a warrant issued by another jurisdiction within Kitsap County or for charges initiated by a non-Contract Agency officer, shall be the responsibility of the originating agency. Arrests made by Contract Agency officers on extraditable warrants issued by agencies outside Kitsap County will be considered County prisoners. Non-contracting agencies will not be factored when calculating "shared cost".

"Bed-Day" shall mean a consecutive 24-hour period that a Contract Agency Prisoner is in custody at the county jail, including a prisoner's booking into the county jail.

"Shared Bed-Day" shall refer to the circumstance when a Contract Agency Prisoner is held in custody at Kitsap County Jail pursuant to this agreement at the same time the prisoner is being held by another Contract Agency and/or the County including periods of time less than 24 hours. Non-contract agencies will not be factored when calculating "shared bed-days."

"Fractionalized Cost" shall occur in the event of a shared bed-day. The bed-day shall be apportioned on an equal basis between the respective jurisdictions having custody of the prisoner. For example, if two different Contract Agencies and the County have custody of a prisoner at the same time during any 24-hour period, then each respective jurisdiction would be responsible for a 33 1/3% share of the bed-day. Non-contracting agencies will not be factored when calculating "fractionalized cost".

"Fractionalized Bed-Day" occurs when a Contract Agency Prisoner is not held in custody for a full bed-day. The Contract Agency shall be assessed according to the length of time the prisoner is in custody. Assessments shall be determined in 1/2 day increments. For example, if a Contract Agency Prisoner's stay is from 2000 hrs on January 1 to 0800 hrs on January 2, the total elapsed time would be 12 hours or 1/2 of a bed-day. A fractionalized bed-day may still be considered a shared bed-day if two or more jurisdictions have custody of a prisoner at the County facility at the same time.

6. COMPENSATION FROM CONTRACT AGENCY:

(a) Base Rate for Housing. In return for the County's housing of a Contract Agency Prisoner, the Contract Agency shall pay the County eighty-three dollars and fifty-three cents (\$83.53) for every 24-hour period, or portion thereof, that said prisoner is in the custody of the County, and as outlined under subsection (d) "Split Billing", below. Such time period shall be measured from the time said prisoner is transferred to the custody of the County to the time when the Contract Agency resumes custody, or the prisoner is released.

(b) Determination of Case Status. The Kitsap County Prosecuting Attorney shall have the sole authority to determine which felony cases submitted by the Contract Agency shall be charged as felonies. The Contract Agency shall not be responsible for the base rate for housing prisoners on any cases charged as a felony by the Prosecutor. If the Prosecutor makes the determination that a case is a misdemeanor/gross misdemeanor, such cases will be referred to the Contract Agency for filing in the appropriate court of limited jurisdiction.

(c) Billing. The County will bill the Contract Agency on or about the 15th day of each month for all amounts due to the County under this Agreement for the services rendered in the prior calendar month. Such fees shall be due and payable by the Contract Agency to the County within 30 days after receipt of an itemized invoice.

(d) Split Billing. In the event of a shared bed-day, the daily bed rate will be apportioned as defined in Section 5.

(e) Base Rate for Booking and Releasing. In return for the County providing a service to book and release a prisoner of the Contract Agency in order to have the arrest documented on the criminal history of the prisoner, the Contract Agency shall pay the County fifty dollars (\$50). As long as the prisoner is not in the facility over twelve (12) hours, this rate will be used.

(f) Other Costs. The Contract Agency shall also pay such other costs to the County or third parties as set forth herein, including but not limited to any medical costs required by Section 7.

7. MEDICAL COSTS AND TREATMENT:

(a) Services Provided. Upon transfer of custody of a Contract Agency Prisoner to the County, the County will provide or arrange for such medical, mental health and dental services as may be necessary to safeguard the prisoner's health while confined, in accordance with the policies and rules of the County jail. The County contracts with Conmed Healthcare, Inc. for in-house medical and mental health care in the jail. The costs of these services are included in determining the above-stated daily per diem rates charged to the Contract Agency.

(b) Cost Responsibility – Outside Medical Costs. Outside Medical costs are any and all expenses incurred for necessary medical care of a Contract Agency Prisoner, excluding the in-house professional medical services provided for under Section 7(a) above. These costs include, but are not limited to, prescriptions, laboratory tests, medical imaging services, necessary durable medical equipment, and any in-patient or out-patient treatment or referral. The Contract Agency shall be responsible for its proportion of all outside medical costs for its prisoners as provided herein. For purposes of medical costs and treatment, the Contract Agency Prisoners are defined as all arrestees, pre-sentencing misdemeanants and felon, and post-sentencing misdemeanants. The Contract Agency shall also be responsible for its proportion of all costs associated with the delivery of medical, mental health, and dental services provided to a Contract Agency Prisoner that are not available from the health care program within the County jail, and for all emergency medical services, wherever provided. These costs shall be paid directly to the County, as directed by the County.

Prisoners arrested and confined on warrants issued in Kitsap County shall be the responsibility of the originating agency. Medical costs and treatment for prisoners arrested by Contract Agency officers on extraditable warrants issued by agencies outside Kitsap County will be the responsibility of Kitsap County.

(c) Emergency, Non-emergent and Non-hospital Care outside the Jail - Notification. For emergency care, the County will notify the Contract Agency within four (4) business hours of transport (Monday through Friday, from 8 a.m. to 5 p.m. PST). For non-emergent and non-hospital care outside of the jail, the County will notify the Contract Agency before noon on the next business day. In either case, the Contract Agency will be notified as follows:

During business hours, contact in the following order:

- Public Safety Administrative Coordinator, Barbara Burns at 206-780-4661; if not available then,
- Bainbridge Island Police Department Supervisor through CENCOM.

After business hours, contact in the following order:

- Bainbridge Island Police Department Supervisor through CENCOM.

(d) Pre-Confinement Consents or Refusals. If a Contract Agency Prisoner has received or refused any medical, mental health or dental treatment from the Contract Agency before confinement in the County jail, the Contract Agency shall provide to the County all written verification of any authorization of or refusal to authorize care or treatment for such prisoner.

(e) Return for Medical Services. Nothing herein shall preclude the Contract Agency from retaking custody of an ill or injured prisoner by picking the prisoner up for transfer at the County jail; provided, in situations the County deems that a prisoner requires emergency medical care, the County shall have the right to arrange for emergency medical services (at the Contract Agency's expense) notwithstanding a request from the Contract Agency to retake custody of the prisoner.

f) Records. The County shall keep records of all medical, mental health or dental services it provides to a prisoner as required by law. The County agrees to share all information, including insurance information, regarding a Contract Agency inmate, as allowed by law.

(g) No Waiver of Right to Seek Reimbursement. The above paragraphs relating to medical costs are intended solely to define the obligations between the parties to this Agreement. Nothing contained within the provisions of this Agreement shall be construed to waive the rights of either party to seek reimbursement for costs from the Washington State Department of Social and Health Services, from the prisoner, or any other responsible third party.

8. TRANSPORTATION OF CONTRACT AGENCY PRISONERS:

- (a) Transport. The Contract Agency shall provide or arrange for transportation of its prisoners to and from the County jail except when the transportation is determined by County staff to be necessary to secure emergency medical evaluation or treatment, or when transportation is required to support the orderly operation of the County jail.
- (b) Transport with Costs. The Contract Agency shall be responsible for transportation of all its prisoners to the County jail for initial booking. When the Contract Agency has its own Court, then the Contract Agency shall be responsible for transportation of all its prisoners from the jail facility for all appearances in the Court. In the event the Contract Agency cannot provide transportation noted herein and the County performs the transportation on behalf of the Contract Agency, the Contract Agency shall reimburse the County for transportation performed by the County at the Standard Mileage Rates as set by the Internal Revenue Service and \$40.00 per hour for the cost of personnel.
- (c) Notice. The Contract Agency shall provide reasonable notice to the County prior to transporting a prisoner from the County jail. Except as limited by Section 8(a), the Contract Agency shall be responsible for retaking custody of a prisoner at the County jail and for transporting the prisoner.

9. TRANSFER OF CUSTODY:

- (a) Commencement of Custody by County. Custody of a Contract Agency Prisoner shall be deemed transferred to the County when officers from the Kitsap County Sheriff's Office take physical control of the prisoner. The County will not take such control of a prisoner until the Contract Agency has delivered copies of all records in its possession pertaining to the prisoner's incarceration by the Contract Agency or its agent, including a copy or summary of the prisoner's medical records if held by the Contract Agency or its agent. If the County requests additional information regarding a particular prisoner, then the parties shall mutually cooperate to obtain such information. Absent compliance with existing policies, the County shall not be required to take custody of or assume control of or responsibility for any property of the prisoner except as set forth in Section 4 above. The Contract Agency's officers, when transporting a prisoner to the jail shall be responsible for ensuring that all paperwork is in order and that all property allowed to be transported with the prisoner is properly packaged. The County will not take physical control and assume custody of a prisoner to be confined unless all paperwork and property of the prisoner are in order.

Upon presentation of an individual for confinement, or as soon thereafter as is practicable, the Contract Agency shall advise the staff of the County jail of the duration or other terms of confinement of a given individual. The Contract Agency shall provide a copy of any Warrant of Arrest or Order of Commitment.

The Contract Agency shall be solely responsible for determining that the individuals presented for detention are detainable and shall certify by the act of presenting an adult person for detention, that said person is legally detainable and County shall bear no responsibility to ensure that said individuals are legally detainable. The Contract Agency shall hold the County harmless as set forth in Section 19 for any claim or action resulting from the detention of an individual wrongly presented by the Contract Agency for detention.

When custody of a Contract Agency Prisoner is transferred to the County, the Contract Agency Prisoner shall be subject to all applicable rules, regulation and standards governing operation of the County jail, including any emergency security rules imposed by the jail administrator or Sheriff. Any Contract Agency police officer delivering a prisoner to the County jail shall comply with reasonable rules and regulations of the County jail.

(b) Further Transfer of Custody. Except as otherwise allowed by Section 12 of this Agreement, the County will not transfer custody of any prisoner confined pursuant to this Agreement to any agency other than to the Contract Agency without the written authorization from a court of competent jurisdiction.

(c) Responsibilities upon Assumption of Custody. Upon transfer of custody to the County, it shall be the County's responsibility to confine the prisoner; to supervise, discipline and control said prisoner; and to administer the prisoner's sentence pursuant to the order of the committing court in the State of Washington. During such confinement, the County shall provide and furnish or arrange for all necessary medical and hospital services and supplies in accordance with Section 7 of this Agreement.

(d) Resumption of Custody by Contract Agency. The Contract Agency shall be deemed to have resumed custody of a prisoner upon either the County's presentation of such prisoner to the Contract Agency, or upon the Contract Agency's officers taking physical control of the prisoner.

10. RIGHT TO REFUSE PRISONER:

The County shall have the right to refuse to accept any Contract Agency Prisoner who appears in need of medical, mental health or dental attention, until the Contract Agency has provided medical, mental health or dental treatment to the prisoner to the satisfaction of the County.

11. RELEASE, HOLDS AND COURT APPEARANCES:

In order to appear before a court of the Contract Agency using video court, there must be an active hold in place that is continuously maintained from the time the charge is initially added to the prisoner's booking. If the court of the Contract Agency has no hold, or releases its hold on a charge for a prisoner who is still incarcerated at the jail, the jail will no longer allow video court appearances to occur between the prisoner and the court for that charge. If a Contract Agency court orders that the prisoner appear without a jail hold, it is the responsibility of the Contract Agency to facilitate movement of the inmate for court appearances outside of the jail. Notwithstanding the above, an appearance before a court of the Contract Agency using video court may be held when there is no active hold in place under the following circumstances:

(a) when morning video arraignments/hearings are continued to an agreed upon date by the parties involved due to time restrictions for the hearings imposed by the jail,

(b) when an inmate will miss a mandatory municipal court hearing due to his or her incarceration on a non-related matter, or

(c) at any other time and for any other reason with the prior approval of the County.

12. REMOVAL FROM JAIL - OTHER GROUNDS:

Contract Agency Prisoners may be removed from the County jail for the following reason(s):

(a) Request by Contract Agency. Upon written request by a supervisory member of the Contract Agency for transfer of custody back to the Contract Agency.

(b) Court Order. By order of a court having jurisdiction over the Contract Agency Prisoner. In such case, transport, if any, will be pursuant to Section 8 above.

(c) Treatment Outside of Jail. For medical, mental health, dental treatment or any other care not available within the County jail.

(d) Catastrophe. In the event of any catastrophic condition occurring that poses eminent danger to the safety of the prisoner(s) or personnel of the County, the decision to remove prisoners will be at the sole discretion of the County. In such cases, the County will inform the Contract Agency, at the earliest practicable time, of the whereabouts of the prisoner(s) so removed and shall exercise all reasonable care for the safekeeping and custody of such prisoner(s).

13. TRANSFER OF PRISONERS UPON TERMINATION/EXPIRATION OF AGREEMENT:

(a) Termination by County. In the event this Agreement expires or is terminated by a notice of termination from the County in accordance with Section 23 below, it shall be the County's obligation to transport the Contract Agency's Prisoners to the Contract Agency, at no expense to the Contract Agency.

(b) Termination by Contract Agency. In the event this Agreement expires or is terminated by a notice of termination from the Contract Agency in accordance with Section 23 below, it shall be the Contract Agency's obligation to transport the Contract Agency's Prisoners at its own expense, on or before the effective date of such termination.

14. PRISONER RIGHTS, ACCOUNTS AND PROGRAMS:

(a) Early Release Credit and Discipline. The Contract Agency agrees that its policies if any, for early release credits shall allow no more credit for its prisoners than is allowed by the County under its policies. Contract Agency Prisoners confined under this Agreement shall earn early release credits under the policies and rules prescribed by the County and state law for all prisoners at the County jail. With respect to Contract Agency Prisoners, the County shall maintain and manage disciplinary issues and will administer sanctions, including removal of earned early release credit, pursuant to facility rules. No discipline prohibited by federal or state law will be permitted. The disciplinary policies and rules of the County jail will apply equally to Contract Agency Prisoner confined pursuant to this Agreement as applied to other prisoners confined to the jail.

(b) Prisoner Accounts. The County shall establish and maintain an account for each Contract Agency Prisoner and shall credit to such account all money received from a prisoner or from the Contract Agency on behalf of a prisoner. The County shall make disbursements from such accounts by debiting such accounts in accurate amounts for items purchased by the prisoner for personal needs.

(c) Programs. The County shall provide Contract Agency Prisoners with access to all educational, recreational and social service programs offered at the County jail under the terms and conditions applicable to all other prisoners at the jail.

(d) Serve Time Outside of Facility. Contract Agency Prisoners, if deemed eligible, will be allowed to leave the jail for participation in correctional work crews, or any other program in which other prisoners sometimes are allowed to leave the physical confines of the jail as part of serving their sentence.

15. ACCESS TO FACILITY AND PRISONERS:

(a) Access to Facility. The Contract Agency shall have the right to inspect, at mutually agreeable times, the County jail in order to confirm such jail maintains standards acceptable to the Contract Agency and that its prisoners are treated appropriately. The County agrees to manage, maintain and operate its facilities consistent with all applicable federal, state and local laws.

(b) Access to Prisoners. Contract Agency personnel shall have the right to interview prisoners from the Contract Agency at any reasonable time within the jail. Contract Agency officers shall be afforded equal priority for use of jail interview rooms.

16. ESCAPES AND DEATHS:

(a) Escapes. In the event of an escape by a Contract Agency Prisoner from the County jail, the Contract Agency will be notified as soon as practical. The County will have the primary authority to direct the investigation and to pursue the prisoner within its jurisdiction. Any costs related to the investigation and pursuit within its jurisdiction will be the responsibility of the County. The County will not be required to pursue and return the Contract Agency's escaped prisoner from outside of the County.

(b) Deaths.

- (1) In the event of a death of a Contract Agency Prisoner in the County jail, the Contract Agency shall be promptly notified in writing. Kitsap County Sheriff's Office will investigate the circumstances. The Contract Agency may join in the investigation and receive copies of all records and documents from the investigation.
- (2) The County shall, subject to the authority of the Kitsap County Coroner, follow the written instructions of the Contract Agency regarding the disposition of the body. Such written instructions shall be provided within three working days of receipt by the Contract Agency of notice of such death. All expenses related to necessary preparation of the body and transport charges shall be the responsibility of the Contract Agency. With written consent from the Contract Agency, the County may arrange burial and all matters related or incidental thereto, and the Contract Agency shall be responsible for all such expenses. This paragraph defines the obligations between the parties to this Agreement and shall not affect the liability of any relative or other person for the disposition of the deceased or any expenses connected therewith. Notwithstanding the above, all expenses related to the death of a Contract Agency Prisoner in the County jail resulting from physical injuries incurred while under the care, custody and control of the County shall be the responsibility of the County.

17. POSTING OF BAIL:

The County shall serve as agent for the Contract Agency in receipt of any bail bonds or any monies posted for or by a Contract Agency's prisoner with the County, and any such bonds or monies will be promptly forwarded to the proper agency.

18. RECORD KEEPING:

The County agrees to maintain a system of record keeping relative to the booking and confinement of each Contract Agency Prisoner consistent with the record keeping by the County for all other prisoners. The County shall make copies of said records available without cost to the Contract Agency upon its request.

19. INDEMNIFICATION, HOLD HARMLESS AND INSURANCE:

(a) The Contract Agency agrees to defend, indemnify and hold harmless the County, its appointed and elected officials, employees and agents from and against all liability, loss, cost, damage and expense, including costs and attorneys fees in defense thereof because of actions, claims or lawsuits alleging damages sustained by any person or property including death at any time resulting thereof, arising from or alleged to have arisen from:

- (1) the Contract Agency's performance under this Agreement or as a consequence of any wrongful or negligent acts or omission of the Contract Agency, its appointed and elected officials, employees and agents;
- (2) wrongful detention of a Contract Agency Prisoner as a result of the Contract Agency's actions;
- (3) failure or refusal to timely release a Contract Agency Prisoner as a result of the Contract Agency's actions.

To the extent the claim, damages, losses and expenses are caused by intentional acts of or by the concurrent negligence of the County, its officers, agents, or employees, the Contract Agency's indemnification obligation hereunder shall be limited to the Contract Agency's proportionate share of liability as agreed to by the parties to this Agreement or determined by a court of competent jurisdiction.

(b) The County agrees to defend, indemnify and hold harmless the Contract Agency, its appointed and elected officials, employees and agents from and against all liability, loss, cost, damage and expense including costs and attorneys fees in defense thereof because of actions, claims or lawsuits alleging damages sustained by any person or property including death at any time resulting thereof, arising from, or alleged to have arisen from:

- (1) the County's performance under this Agreement or as a consequence of any wrongful or negligent acts or omission of the County, its appointed and elected officials, employees and agents;
- (2) wrongful detention of a Contract Agency Prisoner as a result of the County's actions;
- (3) the County's failure or refusal to timely release a Contract Agency Prisoner.

To the extent the claim, damages, losses and expenses are caused by intentional acts of or by the concurrent negligence of the Contract Agency, its officers, agents, or employees, the County's indemnification obligation hereunder shall be limited to the County's proportionate share of liability as agreed to by the parties to this Agreement or determined by a court of competent jurisdiction.

Solely for the purposes of this indemnification provision, the Contract Agency and the County each expressly waives its immunity under Title 51 (Industrial Insurance) of the Revised Code of Washington and acknowledges that this waiver was mutually agreed upon by the parties.

(c) Insurance Requirement. The County and the Contract Agency shall maintain and provide evidence of liability coverage.

The terms of **Section 19, INDEMNIFICATION, HOLD HARMLESS AND INSURANCE** shall survive the termination or expiration of this Agreement.

20. NON-DISCRIMINATION POLICY:

The County and the Contract Agency agree not to discriminate in the performance of this Agreement because of race, color, national origin, sex, sexual orientation, age, religion, creed, marital status, disabled or Vietnam era veteran status, or the presence of any physical, mental, or sensory handicap.

21. ADMINISTRATION/DISPOSAL OF PROPERTY:

This Agreement is executed in accordance with the authority of Chapter 39.34 RCW, the Interlocal Cooperation Act. Pursuant to the provisions of RCW 39.34.030, the Kitsap County Sheriff shall be responsible for administering the confinement of prisoners hereunder. No real or personal property will be jointly acquired by the parties under this Agreement. All property owned by each of the parties shall remain its sole property to hold and dispose of in its sole discretion.

22. DURATION:

The initial term of this Agreement shall be effective from January 1, 2013 through December 31, 2013 unless another date is substituted pursuant to Section 26, or the agreement is terminated earlier pursuant to Section 23. Nothing in this Agreement shall be construed to make it necessary for the Contract Agency to continuously house prisoners with the County.

23. TERMINATION:

This Agreement may be terminated for the convenience of either party prior to expiration by written notice from such party delivered by regular mail to the designated representative at the address set forth herein. Termination by said notice shall become effective one hundred twenty (120) days after receipt of such notice. For the information of the other party, but not as a condition affecting the effectiveness of the notice, the notice shall set forth the reason the party has decided to terminate the Agreement and the specific plan for accommodating Contracting Agency Prisoners to be affected, if any.

24. WAIVER OF RIGHTS:

No waiver of any right under this Agreement shall be effective unless made in writing by an authorized representative of the party to be bound thereby. Failure to insist upon full performance on any occasion shall not constitute consent to or waiver of any continuation of nonperformance or any later nonperformance; nor does payment of a billing or continued performance, after notice of a deficiency in performance, constitutes acquiescence thereto.

25. WAIVER OF ARBITRATION RIGHTS:

Both parties acknowledge and agree that they are familiar with the provisions of RCW 39.34.180(3), as now in effect, and that of their own free will they hereby expressly waive any and all rights under RCW 39.34.180(3), as now in effect or as hereinafter amended, to arbitrate the level of compensation for incarceration services charged under this Agreement, or any renewal thereof, that either party may possess. The parties further agree that such level of compensation and all other issues related to the purpose of this Agreement will only be as agreed to herein or as otherwise agreed to in a writing executed by the parties.

26. MODIFICATION: This Agreement may only be modified by written instrument signed by both Parties.

27. GOVERNING LAW/VENUE:

The parties hereto agree that, except where expressly otherwise provided, the laws and administrative rules and regulations of the State of Washington shall govern in any matter relating to this Agreement and to a prisoner's confinement under this Agreement. This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington and in the event of dispute; the venue for any action brought hereunder shall be in Kitsap County Superior Court.

28. MISCELLANEOUS:

In providing these services to the Contract Agency, the County is an independent contractor and neither its officers, agents, nor employees are employees of the Contract Agency for any purpose including responsibility for any federal or state tax, industrial insurance or Social Security liability. No provision of services under this Agreement shall give rise to any claim of career service or civil service right, which may accrue to an employee of the Contract Agency under any applicable law, rule, or regulation.

29. SEVERABILITY:

If any provision of this contract shall be held invalid, the remainder of this contract shall not be affected thereby if such remainder would then continue to serve the purposes and objectives of both parties.

DATED this 26 day of November, 2013.

CITY OF BAINBRIDGE ISLAND

Douglas Schulze
Douglas Schulze, City Manager

DATED this 11th day of December, 2013.

KITSAP COUNTY SHERIFF'S OFFICE

Ned Newlin
Ned Newlin
Chief of Corrections

BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON

DATED this 13 day of Jan, 2014.

Charlotte Garrido
CHARLOTTE GARRIDO, Chair

Robert Gelder
ROBERT GELDER, Commissioner

Linda Streissguth
Linda Streissguth, Commissioner



ATTEST:

Dana Daniels
Dana Daniels, Clerk of the Board

AMENDMENT TO
KITSAP COUNTY/CITY OF BAINBRIDGE ISLAND
AGREEMENT FOR INCARCERATION OF PRISONERS

WHEREAS, on January 13, 2014, the City of Bainbridge Island, a municipal corporation of the State of Washington, "the Contract Agency" and Kitsap County, a municipal corporation, "the County" entered into an Agreement (KC-124-13) to provide incarceration of the Contract Agency's prisoners; and

WHEREAS, the City and the County desire to enter into an Amendment of KC-124-13 to further clarify the intention of the parties;

NOW THEREFORE, in consideration of the mutual covenants contained herein, it is hereby agreed as follows:

6. COMPENSATION FROM CONTRACT AGENCY of the Agreement is hereby amended in subsection (a) Base Rate for Housing only, to read as follows:

(a) Base Rate for Housing. In return for the County's housing of a Contract Agency Prisoner, the Contract Agency shall pay the County eighty-five dollars and fifty cents (\$85.50) for every 24-hour period, or portion thereof, that said prisoner is in the custody of the County, and as outlined under Section 6, subsection (d) "Split Billing" of the original contract. Such time period shall be measured from the time said prisoner is transferred to the custody of the County to the time when the Contract Agency resumes custody, or the prisoner is released.

On January 1st for the years of 2015 through 2016, the base rate for housing shall be increased by one hundred percent (100%) of that percentage increase set forth in the All Urban Consumers Index (CPI-U) (1982-1984=100) for the Seattle-Tacoma-Bremerton area as is specified by the Bureau of Labor Statistics, United States Department of Labor for the prior 12-month period ending in December; provided, however, the increase shall not be more than six percent (6%).

(e) Base Rate for Booking and Releasing. In return for the County providing a service to book and release a prisoner of the Contract Agency in order to have the arrest documented on the criminal history of the prisoner, the Contract Agency shall pay the County fifty dollars (\$50). This is a flat rate and is not subject to fractionalized cost. As long as the prisoner is not in the facility over twelve (12) hours, this rate will be used.

Subsections (b), (c), (d), and (f) shall remain in full force and effect.

11. RELEASE, HOLDS AND COURT APPEARANCES of the Agreement is hereby amended to read as follows:

Additions to the Contract Agency video court calendar must be received by 0600 the day of the requested appearance. Additions made later than 0600 will be scheduled the following judicial day. Video court will not be used for non-criminal traffic violations or any other civil matter.

22. DURATION of the Agreement is hereby amended to read as follows:

The term of this Agreement shall be effective from January 1, 2014 through December 31, 2016 unless another date is substituted pursuant to Section 26 of the original agreement, or the agreement is terminated earlier pursuant to Section 23 of the original agreement. Nothing in this Agreement shall be construed to make it necessary for the Contracting Agency to continuously house prisoners with the County.

All other terms of the Agreement not specifically amended herein shall remain in full force and effect.

DATED this 30th day of April, 2014

CITY OF BAINBRIDGE ISLAND



Douglas Schulze, City Manager

DATED this 2nd day of May, 2014

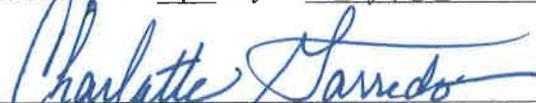
KITSAP COUNTY SHERIFF'S OFFICE



Ned Newlin, Chief of Corrections

BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON

DATED this 9 day of June, 2014



Charlotte Garrido, Chair

NOT PRESENT

Robert Gelder, Commissioner



Linda Streissguth, Commissioner



ATTEST:



Dana Daniels, Clerk of the Board