

**WHATCOM COUNTY CONTRACT  
INFORMATION SHEET**

Whatcom County Contract No. \_\_\_\_\_

Originating Department:	Whatcom County Sheriff's Office
Division/Program: <i>(i.e. Dept. Division and Program)</i>	Corrections/In Custody
Contract or Grant Administrator:	Wendy Jones
Contractor's / Agency Name:	Snohomish County
Is this a New Contract?    If not, is this an Amendment or Renewal to an Existing Contract?    Yes <input type="radio"/> No <input checked="" type="radio"/>	
Yes <input checked="" type="radio"/> No <input type="radio"/> If Amendment or Renewal, (per WCC 3.08.100 (a))    Original Contract #: _____	
Does contract require Council Approval?    Yes <input checked="" type="radio"/> No <input type="radio"/> If No, include WCC: _____	
Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement?	
Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, grantor agency contract number(s): _____ CFDA#: _____	
Is this contract grant funded?	
Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, Whatcom County grant contract number(s): _____	
Is this contract the result of a RFP or Bid process?	
Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, RFP and Bid number(s): _____    Contract Cost Center: _____	
Is this agreement excluded from E-Verify?    No <input type="radio"/> Yes <input checked="" type="radio"/> If no, include Attachment D Contractor Declaration form.	
If YES, indicate exclusion(s) below:	
<input type="checkbox"/> Professional services agreement for certified/licensed professional. <input type="checkbox"/> Goods and services provided due to an emergency	
<input type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract for Commercial off the shelf items (COTS).	
<input type="checkbox"/> Contract work is for less than 120 days. <input type="checkbox"/> Work related subcontract less than \$25,000.	
<input checked="" type="checkbox"/> Interlocal Agreement (between Governments). <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
Contract Amount:(sum of original contract amount and any prior amendments): \$ <u>1,200,000.00</u>	Council approval required for; all property leases, contracts or bid awards <b>exceeding \$40,000</b> , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, <b>except when:</b> <ol style="list-style-type: none"> <li>1. Exercising an option contained in a contract previously approved by the council.</li> <li>2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance.</li> <li>3. Bid or award is for supplies.</li> <li>4. Equipment is included in Exhibit "B" of the Budget Ordinance.</li> <li>5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.</li> </ol>
This Amendment Amount: \$ _____	
Total Amended Amount: \$ _____	
Summary of Scope: _____	
We are contracting with Snohomish County Jail to use up to 45 of their jail beds to house Whatcom County Inmates during those times when we have reached full capacity.	
Term of Contract: 1 year, 5 months	Expiration Date: 12/31/23

Contract Routing:	1. Prepared by: <u>LR</u>	Date: <u>07/20/22</u>
	2. Attorney signoff: <u>BW</u>	Date: <u>05/16/22</u>
	3. AS Finance reviewed: <u>M Caldwell</u>	Date: <u>7/20/22</u>
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____	Date: _____
	6. Submitted to Exec.: _____	Date: _____
	7. Council approved (if necessary): _____	Date: _____
	8. Executive signed: _____	Date: _____
	9. Original to Council: _____	Date: _____

**INTERLOCAL AGREEMENT FOR JAIL SERVICES  
BETWEEN SNOHOMISH COUNTY AND WHATCOM COUNTY**

This INTERLOCAL AGREEMENT FOR JAIL SERVICES BETWEEN SNOHOMISH COUNTY AND WHATCOM COUNTY (this "Agreement"), is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington ("Snohomish County"), and WHATCOM COUNTY, a political subdivision of the State of Washington ("Whatcom County") pursuant to Chapter 39.34 RCW and Chapter 70.48 RCW (individually, a "Party" and collectively, the "Parties").

**RECITALS**

**A.** Snohomish County, through the Snohomish County Sheriff's Office Corrections Bureau ("Corrections") currently maintains and operates a correctional facility known as Snohomish County Jail (the "Jail"). In order to assist other jurisdictions, Snohomish County from time to time will enter into interlocal agreements to confine in the Jail persons from other jurisdictions.

**B.** Snohomish County and Whatcom County each have the statutory power and authority to maintain and operate a correctional facility and to confine inmates therein.

**C.** Whatcom County from time to time desires to confine in the Jail persons who have been arrested, detained or convicted by Whatcom County of criminal offenses ("Whatcom County Inmates"), and Snohomish County is willing to furnish its Jail facilities and personnel in exchange for payment from Whatcom County of fees and costs, all as more fully described in this Agreement.

**AGREEMENT**

NOW, THEREFORE, in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Snohomish County and Whatcom County agree as follows:

**1. Purpose of Agreement.** This Agreement is authorized by and entered into pursuant to Chapter 39.34 RCW and Chapter 70.48 RCW. The purpose and intent of this Agreement is for Snohomish County and Whatcom County to work together efficiently and effectively in order that Snohomish County may provide Whatcom County with Jail Services (the "Services"), as defined in Section 4 below, based on the rules and conditions set forth in the Jail's policies, procedures, rules and regulations and in this Agreement and any attachments hereto.

**2. Effective Date and Duration.** This Agreement shall govern jail services beginning on August 1, 2022, through December 31, 2023, unless earlier terminated pursuant to the provisions of Section 12 below, PROVIDED HOWEVER, that the term of this Agreement may be extended or renewed for up to two (2) additional three (3) year terms by written notice from Snohomish County to Whatcom County, PROVIDED FURTHER that each Party's obligations after December 31, 2022, are contingent upon local legislative appropriation of necessary funds

for this specific purpose in accordance with applicable law.

This Agreement shall be either filed with the Snohomish County Auditor or listed on either Party's website or other electronically retrievable public source, as provided by RCW 39.34.040 ("Effective Date").

**3. Administrators.** Each Party to this Agreement shall designate an individual (an "Administrator"), who may be designated by title or position, to oversee and administer such Party's participation in this Agreement. The Parties' initial Administrators shall be the following individuals:

<u>County's Initial Administrator:</u>	<u>Whatcom County's Initial Administrator:</u>
Jamie Kane, Corrections Bureau Chief Snohomish County Sheriff's Office Corrections Bureau 3000 Rockefeller Avenue M/S 509 Everett, Washington 98201	Wendy Jones, Corrections Bureau Chief Whatcom County Sheriff's Office Corrections Bureau 311 Grand Ave. Bellingham WA 98225

Either Party may change its Administrator at any time by delivering written notice of such Party's new Administrator to the other Party.

**4. Scope of Services.** As described in this Section 4 and subject to the conditions set forth in Section 5 below, Snohomish County will accept Whatcom County Inmates for purposes of confinement, correction, punishment and/or rehabilitation, and hold such Whatcom County Inmates until such time as they are lawfully discharged from custody pursuant to law, the terms of a judicial Order of Commitment, and/or returned to the custody of Whatcom County:

4.1 Effect of Ordinance, Policies, Procedures, Rules and Regulations. The Jail will be administered by Snohomish County in accordance with the ordinances, policies, procedures, rules and regulations of Snohomish County and in accordance with the rules and regulations of any agency of the State of Washington empowered to make rules governing the administration of county jails. Whatcom County and Whatcom County Inmates shall be subject to Snohomish County's ordinances, policies, procedures, rules and regulations relating to Jail operations, including any emergency security rules imposed by Snohomish County's Administrator, PROVIDED, HOWEVER, that nothing in this Agreement shall be construed as creating, modifying, or expanding any duty on the part of Snohomish County except as specifically provided herein. Nothing in this Agreement shall be interpreted as a delegation by Whatcom County, or its judicial and law enforcement agencies, to Snohomish County of the duty to supervise Whatcom County Inmates.

4.2 Whatcom County Access to Whatcom County Inmates. Whatcom County, its officers, employees, or agents, may interview Whatcom County Inmates inside the confines of the Jail subject to necessary operational and security rules and regulations. Interview rooms will be made available on an equivalent basis to all jurisdictions with inmates confined in the Jail.

4.3 Transport of Whatcom County Inmates. Whatcom County shall provide or arrange for transportation and security of its inmates to and from the Jail, including to and from Whatcom County in-court appearances, except when (a) Snohomish County determines, in its sole discretion, that emergency transportation is necessary in order to secure medical and/or psychiatric evaluation or treatment, or (b) Snohomish County determines, in its sole discretion, that transportation is required to support the orderly operation of the Jail. Whatcom County shall attempt to provide Snohomish County with at least twenty-four (24) hours' notice prior to transporting a Whatcom County Inmate from the Jail.

4.4 Video Court. Upon request, and subject to availability and feasibility, Snohomish County will provide Whatcom County with use of the Jail's "Video Court" services, which include, by way of example but not by way of limitation, the following types of services: use of County video camera(s), audio technology, and the video courtroom facility; scheduling inmates for appearances by video; and transporting inmates to and from the video courtroom; PROVIDED, HOWEVER, that Snohomish County shall have no liability or obligation for the installation, operation, maintenance, inspection, repair or replacement of the Video Court equipment operated by Whatcom County on Whatcom County property.

Snohomish County shall have discretion to set the date, time and duration of Whatcom County's Video Court. Snohomish County, in its sole discretion, will establish a maximum number of Whatcom County Inmates for each video courtroom calendar based upon operational limitations. Snohomish County will provide Whatcom County with a Video Court Schedule no later than ten (10) days after execution of this Agreement. Snohomish County may change or cancel Whatcom County's Video Court Schedule by providing Whatcom County with at-least seven (7) days' written notice. Snohomish County will deliver Whatcom County's Inmate(s) to the video courtroom by at least thirty (30) minutes prior to Whatcom County Inmate(s) hearing time so that Whatcom County Inmate(s) may prepare for the hearing and meet with his or her respective legal counsel.

Whatcom County shall provide Snohomish County with all paperwork requiring the signature of Whatcom County Inmate(s) at least thirty (30) minutes before the start of Whatcom County's scheduled Video Court time. In the event of a technical problem that the Parties are unable to repair in a timely manner, the Parties shall work together to reschedule the impacted hearings to be reheard as soon as practicable and at minimum, within two (2) judicial days.

4.5 Health Care of Whatcom County Inmates. Snohomish County is hereby granted the authority to seek necessary medical, dental and mental health services for Whatcom County Inmates without consulting with Whatcom County. Snohomish County shall notify Whatcom County prior to seeking treatment, unless immediate treatment is required, in which case, Snohomish County will notify Whatcom County as soon after the event as reasonably possible. During "Normal Business Hours", defined as Monday through Friday, from 8:00 a.m. to 5:00 p.m., Whatcom County's point of contact for Whatcom County Inmate health issues will be as follows:

BreAnna Brock Nursing Supervisor  
Whatcom County Jail  
311 Grand Ave., Bellingham, WA 98225  
BBrock@co.whatcom.wa.us  
360-778-6530

Outside Normal Business Hours, Whatcom County's point of contact for Whatcom County Inmate health issues will be as follows:

Shift Sergeant,  
Whatcom County Corrections  
360-778-6516  
311 Grand Ave.  
Bellingham, WA 98225

Any failure or error by Snohomish County to provide Whatcom County with proper notification of medical, dental and/or mental health services delivered to a Whatcom County Inmate shall in no way excuse full, complete and timely payment by Whatcom County under Section 6 of this Agreement. Whatcom County and Snohomish County will comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and County policies and procedures regarding HIPAA.

**5. Conditions of Acceptance of Whatcom County Inmates.** Snohomish County shall provide Services to Whatcom County subject to the conditions set forth in this Section 5. Should Snohomish County, in its sole discretion, decline to accept or retain custody of a Whatcom County Inmate for any of the reasons identified in this Section 5, Snohomish County shall notify the Whatcom County Corrections contact of the non-acceptance and the reason for the non-acceptance.

Acceptance of a Whatcom County Inmate into the Jail shall be conditioned upon the following:

5.1 Obligation to Abide by Policies and Procedures. Whatcom County, its officers, employees and agents shall follow all Jail policies and procedures.

5.2 Documentation for Legal Basis for Confinement. Absent proper documentation providing a legal basis for confining Whatcom County Inmate, Snohomish County will have no obligation to receive the Whatcom County Inmate into custody. Proper documentation for purposes of this section means an arrest warrant, judicial Order of Commitment, other order of a court of competent jurisdiction, or a properly completed Notice of Arrest.

5.3 Health Care Clearance. Snohomish County will have no obligation to receive into custody or retain custody of a Whatcom County Inmate absent a determination, on an ongoing basis, by Jail staff that Whatcom County Inmate (a) is medically and psychiatrically able to be housed in the Jail, and (b) does not need medical and/or psychiatric attention that would

require treatment at a hospital or other type of health care facility. At all times, Snohomish County's Administrator shall have final authority to determine whether a Whatcom County Inmate is medically and/or psychiatrically fit for Jail.

5.4 Population Limits. Snohomish County shall have the right to return Whatcom County Inmates to Whatcom County custody if the Jail reaches the maximum allowable population level (the "MAPL"). The MAPL refers to the greatest number of inmates that can be held in the Jail in a safe, secure, and humane manner. The MAPL applies to the overall number of inmates, but may also be applied to specific populations of inmates (i.e. security level, medical need, mental health housing, etc.). The Snohomish County Sheriff, or his or her designee, shall determine, in his or her sole discretion, the MAPL. Every effort will be made to manage the MAPL, including booking restrictions. In the event that the MAPL is reached and Snohomish County determines that inmates must be removed from the Jail, priority for removal shall be as follows:

- (a) Inmates from out-of-county jurisdictions in reverse order from the date of execution of the respective jurisdictions' interlocal agreements with Snohomish County; then
- (b) Inmates from in-county jurisdictions, or Whatcom County, in reverse order from the date of execution of the respective jurisdictions' interlocal agreements with Snohomish County; then
- (c) Inmates confined on Snohomish County charges or commitments.

Snohomish County's Administrator shall have final authority on MAPL reduction measures, and in the event Snohomish County determines that Whatcom County Inmates shall be removed from the Jail according to this priority schedule, Snohomish County will provide Whatcom County fourteen (14) days' notice to remove Whatcom County Inmates.

5.5 Release. Snohomish County will release Whatcom County Inmates to Whatcom County Corrections for transport back to Whatcom County for final release. Early release credits will be granted to Whatcom County offenders in accordance with applicable statutes governing the calculation of jail commitments, including with respect to earned release time pursuant to Chapter 9.94A.729 RCW and Chapter 9.92.151 RCW.

5.6 In cases where bail/bond is posted for the offender, Whatcom County will return the offender to Whatcom County for release on the next business day.

## **6. Payment by Whatcom County.**

6.1 Billing. Snohomish County will bill Whatcom County for each Whatcom County Inmate booked into the Snohomish County Jail, until such time the inmate is returned to Whatcom County or released from Whatcom's hold.

### **6.2 Fees and Costs.**

6.2.1 Snohomish County shall invoice Whatcom County a "Booking Fee" for each Whatcom County Inmate for whom Snohomish County provides Services. For

purposes of this Agreement, “Booking” means the act of registering, screening, and examining inmates for confinement in the Jail; Administrative Booking pursuant to Section 4.7; inventorying and safekeeping inmates’ personal property; maintaining all computerized records of arrest; performing warrant checks; and all other activities associated with processing an inmate for confinement. The 2022 Booking Fee is as follows:

<b>2022 Booking Fee</b>
\$134.70

6.2.2 Snohomish County shall invoice Whatcom County a per calendar day “Daily Maintenance Fee” for each Whatcom County Inmate for whom Snohomish County provides Services. For 2022, the Daily Maintenance Fee for all Whatcom County Inmates is as follows:

<b>2022 Daily Maintenance Fee</b>
\$187.46

Should the Parties renew this Agreement beyond December 31, 2024, additional annual increases shall be calculated pursuant to Section 6.2.3.

6.2.3 The Booking Fee and Daily Maintenance Fee listed in Sections 6.2.1 and 6.2.2 shall increase on January 1 of each calendar year during the term of this Agreement by three (3) percent. Snohomish County shall provide Whatcom County notice of the Booking Fee and Daily Maintenance Fee increase by September 1 of each year. In the event direct cost to Snohomish County to provide jail services increases or decreases by a rate that is more than one (1) percent over the amount of the applicable Booking Fee and Daily Maintenance Fee, the Parties agree that the costs for the remainder of the term shall be renegotiated based on actual direct costs.

6.2.4 Snohomish County shall invoice Whatcom County for all costs incurred for necessary medical, dental, or mental health services to Whatcom County Inmates, including, but not limited to, all medication, durable medical equipment, ambulance fees, and medical, dental, and mental health services provided outside the Jail (the “Medical Costs”). The Medical Costs do not include routine medical examinations, tests, procedures performed at the Jail by Jail staff or contractors. In addition, the Medical Costs do not include expenses covered by Whatcom County Inmate’s health insurance and/or public assistance for injuries suffered while in the custody of Snohomish County. Snohomish County will credit amounts received from Whatcom County Inmate’s own health insurance and applicable public assistance before billing Whatcom County.

6.2.5 Should Whatcom County utilize the Video Court System, Snohomish County shall invoice Whatcom County a “Video Court Fee” for each scheduled hour of Video Court time. The 2022 Video Court Fee per hour is:

<b>2022 Video Court Fee</b>
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\$223.12

Snohomish County may increase the Video Court Fee upon thirty (30) days' notice to Whatcom County.

6.3 Invoicing and Payment. Whatcom County shall remain liable for complete and timely payment of all amounts invoiced. Invoices may be sent monthly, quarterly or on any other schedule that is mutually convenient to the Parties. Where complete payment is not tendered within thirty (30) days of the invoice date, Snohomish County may charge interest on the outstanding balance at a rate equal to the interest rate on the monthly County investment earnings. Should Whatcom County wish to dispute the amount of a particular invoice, it will (a) make complete and timely payment on the outstanding balance, and (b) deliver written notice of the dispute to Snohomish County within thirty (30) days of the invoice date. Failure to properly notify Snohomish County of any disputed amounts within thirty (30) days of the invoice shall constitute an acceptance by Whatcom County of all charges contained therein. Within fifteen (15) days of timely receipt of payment and Whatcom County's written notice of dispute, Snohomish County shall review the disputed invoice. Should Snohomish County resolve the dispute in favor of Whatcom County, the disputed amounts will be credited towards Whatcom County's next billing cycle, PROVIDED, HOWEVER, that upon termination of this Agreement, Snohomish County shall pay out to Whatcom County any such credited amounts. Withholding payment of any amount billed, regardless of whether Whatcom County has provided timely written notice of a disputed invoice, will constitute a default under Section 11 of this Agreement.

6.4 Records. Each Party may examine the other Party's books and records to verify charges. Snohomish County shall maintain accurate time and accounting records related to the Services for a period of three (3) years following final payment.

## **7. Indemnification/Hold Harmless.**

7.1 Whatcom County Held Harmless. Snohomish County shall indemnify and hold harmless Whatcom County and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liabilities, losses, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of Snohomish County, its officers, agents, and employees, or any of them relating to or arising out of performing services pursuant to this Agreement. In the event that any such suit based upon such a claim, action, loss, or damages is brought against Whatcom County, Snohomish County shall defend the same at its sole cost and expense; provided that Whatcom County reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment in said suit be rendered against Whatcom County, and its officers, agents, and employees, or any of them, or jointly against Whatcom County and Snohomish County and their respective officers, agents, and employees, or any of them, Snohomish County shall satisfy the same.

7.2 County Held Harmless. Whatcom County shall indemnify and hold harmless Snohomish County and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liabilities, losses, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of Whatcom County, its officers,



agents, and employees, or any of them relating to or arising out of performing services pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damages is brought against Snohomish County, Whatcom County shall defend the same at its sole cost and expense; provided that Snohomish County reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against Snohomish County, and its officers, agents, and employees, or any of them, or jointly against Snohomish County and Whatcom County and their respective officers, agents, and employees, or any of them, Whatcom County shall satisfy the same.

7.3 Waiver Under Washington Industrial Insurance Act. The foregoing indemnity is specifically intended to constitute a waiver of each Party's immunity under Washington's Industrial Insurance Act, Chapter 51 RCW, as respects the other Party only, and only to the extent necessary to provide the indemnified Party with a full and complete indemnity of claims made by the indemnitor's employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

**8. Liability Related to Whatcom County Ordinances, Policies, Rules and Regulations.** In executing this Agreement, Snohomish County does not assume liability or responsibility for or in any way release Whatcom County from any liability or responsibility which arises in whole or in part from the existence or effect of Whatcom County ordinances, policies, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such Whatcom County ordinance, policy, rule or regulation is at issue, Whatcom County shall defend the same at its sole expense and, if judgment is entered or damages are awarded against Whatcom County, Snohomish County, or both, Whatcom County shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

**9. Insurance.** Each Party shall maintain its own insurance and/or self-insurance for its liabilities from damage to property and/or injuries to persons arising out of its activities associated with this Agreement as it deems reasonably appropriate and prudent. The maintenance of, or lack thereof of insurance and/or self-insurance shall not limit the liability of the indemnifying part to the indemnified Party(s). Each Party shall provide the other with a certificate of insurance or letter of self-insurance annually as the case may be.

**10. Compliance with Laws.** In the performance of its obligations under this Agreement, each Party shall comply with all applicable federal, state, and local laws, rules and regulations.

**11. Default and Remedies.**

11.1 Default. If either Snohomish County or Whatcom County fails to perform any act or obligation required to be performed by it hereunder, the other Party shall deliver written notice of such failure to the non-performing Party. The non-performing Party shall have fifteen (15) days after its receipt of such notice in which to correct its failure to perform the act or obligation at issue, after which time it shall be in default ("Default") under this Agreement; provided, however, that if the non-performance is of a type that could not reasonably be cured

within said fifteen (15) day period, then the non-performing Party shall not be in Default if it commences cure within said fifteen (15) day period and thereafter diligently pursues cure to completion.

11.2 Remedies. In the event of a Party's Default under this Agreement, then after giving notice and an opportunity to cure pursuant to Section 11.1 above, the non-Defaulting Party shall have the right to exercise any or all rights and remedies available to it in law or equity. In addition, if Whatcom County fails to make payment on an outstanding invoice within the time to cure and Whatcom County has not disputed the invoice as provided in Section 6.3, Whatcom County shall have no further right under this Agreement to deliver custody to or otherwise house Whatcom County Inmates at the Jail and shall, at Snohomish County's request, remove all Whatcom County Inmates from the Jail within fourteen (14) days of notice to do so. Thereafter, Snohomish County may, in its sole discretion, accept Whatcom County Inmates to the Jail if all outstanding invoices are paid.

## **12. Early Termination.**

12.1 Termination by Snohomish County. Except as provided in Section 12.3 below, Snohomish County may terminate this Agreement at any time, with or without cause, upon not less than ninety (90) days advance written notice to Whatcom County. The termination notice shall specify the date on which the Agreement shall terminate.

12.2 Termination by Whatcom County. Whatcom County may terminate this Agreement at any time, with or without cause, upon not less than ninety (90) days advance written notice to Snohomish County and the Washington State Office of Financial Management. The termination notice shall specify the date on which the Agreement shall terminate, the grounds for termination, and the specific plans for accommodating the affected jail population.

12.3 Lack of Funding. This Agreement is contingent upon governmental funding and local legislative appropriations. In the event that funding from any source is withdrawn, reduced, limited, or not appropriated after the effective date of this Agreement, this Agreement may be terminated by Snohomish County immediately by delivering written notice to Whatcom County. The termination notice shall specify the date on which the Agreement shall terminate.

12.4 Calculation of Costs Due Upon Early Termination. Upon early termination of this Agreement as provided in this Section 12, Whatcom County shall pay Snohomish County for all Services performed up to the date of termination. Snohomish County shall notify Whatcom County within thirty (30) days of the date of termination of all remaining costs. No payment shall be made by Whatcom County for any expense incurred or Services performed following the effective date of termination unless authorized in writing by Whatcom County.

**13. Dispute Resolution.** In the event differences between the Parties should arise over the terms and conditions of this Agreement, the Parties shall use their best efforts to resolve those differences through their Administrators on an informal basis. If those differences cannot be resolved informally, the matter shall be referred for mediation to a mediator mutually selected by

the Parties. If mediation is not successful, either of the Parties may institute legal action for specific performance of this Agreement or for damages. The prevailing Party in any legal action shall be entitled to a reasonable attorneys' fee and court costs.

**14. Notices.** All notices required to be given by any Party to the other Party under this Agreement shall be in writing and shall be delivered either in person, by United States mail, or by electronic mail (email) to the applicable Administrator or the Administrator's designee. Notice delivered in person shall be deemed given when accepted by the recipient. Notice by United States mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, and addressed to the Administrator, or their designee, at the addresses set forth in Section 3 of this Agreement. Notice delivered by email shall be deemed given as of the date and time received by the recipient.

**15. Miscellaneous.**

15.1 Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof and supersedes any and all prior oral or written agreements between the Parties regarding the subject matter contained herein. This Agreement may not be modified or amended in any manner except by a written document executed with the same formalities as required for this Agreement and signed by the Party against whom such modification is sought to be enforced.

15.2 Conflicts between Attachments and Text. Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

15.3 Governing Law and Venue. This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County or King County. In the event that a lawsuit is instituted to enforce any provision of this Agreement, the prevailing Party shall be entitled to recover all costs of such a lawsuit, including reasonable attorney's fees.

15.4 Interpretation. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the Parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the Parties hereto. The captions and headings in this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

15.5 Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other

persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.

15.6 No Waiver. A Party's forbearance or delay in exercising any right or remedy with respect to a Default by the other Party under this Agreement shall not constitute a waiver of the Default at issue. Nor shall a waiver by either Party of any particular Default constitute a waiver of any other Default or any similar future Default.

15.7 No Assignment. This Agreement shall not be assigned, either in whole or in part, by either Party without the express written consent of the other party, which may be granted or withheld in such Party's sole discretion. Any attempt to assign this Agreement in violation of the preceding sentence shall be null and void and shall constitute a Default under this Agreement.

15.8 Warranty of Authority. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign this Agreement.

15.9 Independent Contractor. Snohomish County will perform all Services under this Agreement as an independent contractor and not as an agent, employee, or servant of Whatcom County. Snohomish County shall be solely responsible for control, supervision, direction and discipline of its personnel, who shall be employees and agents of Snohomish County and not Whatcom County. Snohomish County has the express right to direct and control Snohomish County's activities in providing the Services in accordance with the specifications set out in this Agreement. Whatcom County shall only have the right to ensure performance.

15.10 No Joint Venture. Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the Parties.

15.11 No Separate Entity Necessary. The Parties agree that no separate legal or administrative entities are necessary to carry out this Agreement.

15.12 Ownership of Property. Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either Party in connection with its performance under this Agreement will remain the sole property of such Party, and the other Party shall have no interest therein.

15.13 No Third Party Beneficiaries. This Agreement and each and every provision hereof is for the sole benefit of Whatcom County and Snohomish County. No other persons or Parties shall be deemed to have any rights in, under or to this Agreement.

15.14 Force Majeure. In the event either Party's performance of any of the provisions of this Agreement become impossible due to circumstances beyond that Party's control, including without limitation, force majeure, strikes, embargoes, shortages of labor or materials, governmental regulations, acts of God, war or other strife, that Party will be excused from

performing such obligations until such time as the Force Majeure event has ended and all facilities and operations have been repaired and/or restored.

15.15 Execution in Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

**COUNTY:**

Snohomish County, a political subdivision of the State of Washington

By \_\_\_\_\_  
Name: Dave Somers  
Title: County Executive

**WHATCOM COUNTY:**

Whatcom County, a political subdivision of the State of Washington

By \_\_\_\_\_  
Name: Satpal Sidhu  
Title: County Executive

**Approved as to Form:**

\_\_\_\_\_  
Deputy Prosecuting Attorney

**Approved as to Form:**

*Brandon Waldron via email 2022*  
\_\_\_\_\_  
Whatcom County Attorney

**Approved as to Indemnification and Insurance:**

\_\_\_\_\_  
Risk Management