INTERLOCAL AGREEMENT FOR USE OF JAIL FACILITIES **THURSTON COUNTY**

THIS AGREEMENT is made and entered into by and between LEWIS COUNTY, a political subdivision of the State of Washington (hereinafter "County"), and THURSTON COUNTY (hereinafter "Contract Agency").

RECITALS

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

WHEREAS, the County is amenable to accepting and keeping inmates 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 at the County's jail located at the Lewis County Jail, 28 SW Chehalis Avenue, Chehalis, Washington 98532-1900.

2. MAILING AND CONTACT ADDRESS: All written notices, reports and correspondence required or allowed by this Agreement shall be sent to the following:

County:	Lewis County Jail Attention: Jail Administrator 360 NW North Street, MS: SHE02 Chehalis, WA 98532-1900 Facsimile: (360) 740-1463 Telephone Number: (360) 740-2714

Contract Agency: Thurston County Sheriff's Office
Attn: Jail Administrator
2000 Lakeridge Drive SW
Olympia, WA 98502
Facsimile: (360) 786-5275
Telephone Number: (360) 786-5500

3. AVAILABILITY OF JAIL FACILITIES:

Subject to the County's rights with respect to certain inmates set forth in Sections 8 and 9 herein, the County will accept and keep inmates at the request of the Contract Agency, unless the facility is declared at or near capacity by court order, or in the sole discretion of the County, its inmate population is at capacity or so near capacity that there is a risk that the reasonable operational capacity limits of the County's jail might be reached or exceeded if the County does not begin to refuse or request removal of inmates.

4. COMPENSATION FROM CONTRACT AGENCY:

(a) Daily Rate. In return for the County's housing of an inmate of the Contract Agency, the Contract Agency shall pay the County sixty dollars and thirty eight cents ($60.38) for every calendar day said inmate is in the custody of the County. Any portion of the day over four hours will be billed as one calendar day. Such time period shall be measured from the time said inmate is transferred to the custody of the County and ends when the Contract Agency resumes custody.

(c) 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 5.

(d) Billing.

1) Daily Rate: The County will bill the Contracting Agency on 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. Payment shall be due from the Contract Agency by the 15th day of the following month. Account balances overdue 30 days or more will be subject to a service charge of 1% per month (12% per annum). Should it become necessary, the Contract Agency will pay all collection costs associated with late payments.

(e) Booking Fee. The Contract Agency will reimburse the County $30 for each booking conducted by the County where the inmate's stay does not exceed 4 hours.

(f) Classification. (e) Classification. Upon mutual agreement between the County's Jail Administrator and the Contract Agency's Jail Administrator, the County will agree to house inmates classified as high needs. High Needs inmates are defined as inmates requiring special housing or additional resources to ensure care and custody of the offender. If

approved, the Contract Agency shall pay the County in accordance with section 4 of the Agreement for Use of Jail Facilities at a rate of ninty dollars ($90.00) per day said inmate is in the custody of the County after the point of agreement. If not approved, the inmate will be returned on the next transport day. Nothing in this addendum section is intended to modify the County's right to refuse/return an inmate.

(g) Annual Review.
The County and Contract Agency agree to meet by June 1st each year to review operations specific to the agreement. The parties agree to meet more frequently to discuss operational issues if necessary.

(h) Addendum. The choice of either daily rate or flat rate, and the number of beds contracted for, shall be included as an addendum to this contract.

5. MEDICAL COSTS AND TREATMENT:

(a) Services Provided.
Upon transfer of custody to the County, the County will provide or arrange for the Contract Agency's inmates to receive necessary medical, psychiatric and dental services to safeguard their health while confined, in accordance with RCW 70.48.130 and other applicable law, as now in effect or hereinafter amended, and the policies and rules of the County jail. The County agrees to notify the Contract agency within 3 hours of any emergency medical, dental or psychiatric services necessary for a Contract Agency inmate.

The County agrees to accept, utilize, dispense and account for prescription medication from the Contract Agency for Contract Agency inmates; unless new information such as a change in condition, development of side effects, etc... are brought to the attention of the County's contracted medical provider. Changes in medication are allowed, in the event the County's contracted medical provider deems it is in the inmate's best interest to change medications. The County agrees to return unused prescription medications belonging to Contract Agency inmates when inmates are returned to the Contract Agency. The County agrees to use the DOC Formulary whenever possible when it prescribes medications to Contract Agency inmates.

The County and Contract Agency agree to collaboratively provide continuity of care for medical cases involving the following issues: pregnancy, abortions, acquired immune deficiency syndrome (AIDS), psychiatric medications, and tuberculosis patients. The County agrees to not prescribe sleep aid medication to Contract Agency inmates except for in extreme situations wherein lack of sleep is causing health problems for the inmate or others.

(b) Cost Responsibility. The Contract Agency shall be responsible for the cost of all medication prescribed for its inmates. The Contract Agency shall also be responsible for all costs associated with the delivery of medical, psychiatric and dental services provided to an inmate 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 provider or as a reimbursement to the County, as directed by the County.

(c) Notice. Except in situations deemed an emergency by the County, the County shall notify the Contract Agency's contact person in writing, by mail or facsimile, prior to transfer of a Contract Agency's inmate to a medical, dental or psychiatric provider outside of the County jail or to a hospital for medical, psychiatric or dental services.

(d) Pre-Confinement Consents or Refusals. If a Contract Agency inmate has received or refused any medical, psychiatric 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 inmate(s).

(e) Return for Medical Services. Nothing herein shall preclude the Contract Agency from retaking custody of an ill or injured inmate by picking such inmate up for transfer at the County jail; provided, in situations the County deems that an inmate 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 inmate.

(f) Records. The County shall keep records of all medical, psychiatric or dental services it provides to an inmate. Upon resumption of custody by the Contract Agency and in accordance with WAC 289-20-250, the Contract Agency shall receive a copy or summary of the medical, psychiatric or dental records held by the County for an inmate of the Contract Agency. Lewis County and the contract medical provider for Lewis County will comply with all requirements under the Health Insurance Portability and Accountability Act (HIPAA)."

6. TRANSPORTATION OF CONTRACT PRISONERS:

(a) Regular Transport. The County agrees to perform, at no additional charge, Three3) round-trip transports per calendar week of inmates to and from the County jail and ___the Thurston County Jail, Thurston County, Washington, in order to transport inmates of the Contract Agency to and from the County jail. The County shall have sole discretion to set the day and time of such transport.

(c) Additional Transport with Costs. For additional transports by the County, required by court order or made at the Contract Agency's request, the Contract Agency shall reimburse the County for staffing and fuel costs associated with such transport; such transports shall be approved by the Contract Agency prior to the transport.

7. TRANSFER OF CUSTODY:

(a) Commencement of Custody by County. The Contract Agency's inmates shall be deemed transferred to the custody of the County when Corrections Officers from the Lewis County Sheriff's Office take physical control of an inmate. The County will not take such control of an inmate until the Contract Agency has delivered copies of all inmate records pertaining to the inmate's incarceration by the Contract Agency or its agent, including a copy or summary of each inmate's medical records held by the Contract Agency or its

agent. If the County requests additional information, the parties shall mutually cooperate to obtain such information. In the absence of documentation and information satisfactory to the County, the receiving officer may refuse to accept the Contract Agency's inmate for confinement. County shall not be required to take custody of or assume control of or responsibility for any property of the inmate, except for such property that the County allows inmates to keep in their cell. The Contract Agency's officers delivering an inmate to the transportation location shall be responsible for ensuring all paperwork is in order and all property allowed to be transported with the inmate is properly packaged. Only when all paperwork and property are in order will the County take physical control and assume custody and responsibility for the Contract Agency's inmate for confinement..

(b) Further Transfer of Custody. Except as otherwise allowed by Section 10 of this Agreement, the County will not transfer custody of any inmate confined pursuant to this Agreement to any agency other than to the Contract Agency without 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 inmate; to supervise, discipline and control said inmate; and to administer the inmate'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 5 of this Agreement.

(d) Resumption of Custody by Contracting Agency. The Contract Agency shall be deemed to have resumed custody of an inmate transferred to the County upon either presentation of such inmate to the Contracting Agency at Thurston County Jail, Thurston County, Washington, or upon the Contract Agency's officers taking physical control of an inmate at any other location.

8. RIGHT TO REFUSE/RETURN AN INMATE: The County shall have the right to refuse or return any of the Contract Agency's inmates under any one of the following circumstances.

(a) Pending Medical Needs. The County shall have the right to refuse to accept any Contract Agency inmate who, at the time of presentation for transportation to the County jail for confinement, appears in need of medical, psychiatric or dental attention, until the Contract Agency has provided medical, psychiatric or dental treatment to the inmate to the satisfaction of the County. At the time of custody transfer it is the Contract Agency's responsibility to provide all available information relevant to the care and custody of the Contract Agency's inmate.

(b) Problematic Physical History or Behavior and New Medical Conditions. The County shall have the right to refuse or return any Contract Agency's inmate that, in the sole judgment of the County, has a history of serious medical problems, presents a risk of escape, presents a risk of injury to other persons or property, or develops an illness or injury that may adversely affect or interfere with operations of the County Jail. Any special transport costs, medical or otherwise, incurred in the return of Contract Agency's inmate under this subsection will be the responsibility of the Contract Agency.

(c) Claims/Litigation. The County shall have the right to refuse or return any Contract Agency inmate that files a claim or lawsuit against the County in the interest of safety and security and preserving the rights of all affected parties.

(d) Return for Release. The County shall have the right to return any Contract Agency inmate anytime within five (5) days of the scheduled completion of the offender's sentence.

(e) Return Due to Upcoming Expiration. The County shall have the right to begin returning Contract Agency's inmates during the thirty days preceding expiration of this Agreement so that all inmates may be transported pursuant to the regular transports under Section 6 (a) and (b) above.

(f) Court order space requirement. The County shall return inmates when a court competent jurisdiction orders that space be made available.

(g) Notice of Return and Transport. The County shall provide written notice, via facsimile or mail, of the anticipated return of an inmate under this Section 8 to the contact person identified herein for the Contract Agency.

9. REMOVAL FROM JAIL: The Contract Agency's inmates may be removed from the County jail for reasons outlined below.

(a) Request by Contract Agency. Upon the County's receipt of written request for inmate return made by the Contract Agency, the inmate will be transported by the Contract Agency or the County pursuant to Section 6 above.

(b) Court Order. Upon the County's receipt of an order issued by a court having jurisdiction over a Contract Agency's inmate, transport will be according to the terms expressed in the court order, or by the Contract Agency or the County pursuant to Section 6 above.
(c) Completion of Sentence. The Contract Agency shall provide return dates for each contract inmate. The Contract Agency shall provide e-mail release notification to the county at least 24 hours prior. The County shall not be expected to process Contract Agency Releases. The Contract Agencies inmate's shall only be released from the Contract Agency's facility.

d) Treatment Outside of Jail. The Contract Agency's inmate may be removed from the County jail for medical, psychiatric or dental treatment or care not available within the County jail.

(e) Catastrophe. In the event of any catastrophic condition presenting, in the sole discretion of the County, an eminent danger to the safety of the inmate(s), the County will inform the Contract Agency, at the earliest practical time, of the whereabouts of the inmate(s) and shall exercise all reasonable care for the safekeeping and custody of such inmate(s).

10. TRANSFER OF INMATES UPON TERMINATION/EXPIRATION OF AGREEMENT:

(a) Termination by County. In the event of a notice of termination from the County in accordance with Section 20 below, it shall be the County's obligation to transport the Contract Agency's inmates to the Contract Agency at Thurston County Jail, Thurston County, Washington, at no expense to the Contract Agency. Such transports shall be made as if the Agreement were expiring and in accordance with the terms of Section 8 above, subsection ((g).

(b) Termination by Contract Agency. In the event of a notice of termination from the Contract Agency in accordance with Section 20 below, it shall be the Contract Agency's obligation to transport the Contract Agency's inmates at its own expense, on or before the effective date of such termination. Until such removal, the Contract Agency shall pay the compensation and costs set forth herein related to the housing of such inmate(s). With respect to any inmate(s) not removed in accordance with this Section 10, the Contract Agency shall pay the base rate set forth in Section 4(a) above plus an additional Five Dollars ($5) per inmate for every 24 hour period or part thereof that said inmate(s) remains in the County jail; and the County shall retain all rights hereunder, notwithstanding such termination, until all of the Contract Agency's inmates are removed from the County jail.

11. INMATE RIGHTS, ACCOUNTS AND PROGRAMS:

(a) Early Release Credit and Discipline. The Contract Agency's inmates confined under this Agreement shall earn early release credits under the policies and rules prescribed by the County and state law for all inmates at the County jail. With respect to the Contract Agency's inmates, the County shall maintain and manage disciplinary issues and will administer sanctions, including removal of earned early release credit, as per 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 inmates confined pursuant to this Agreement and to those otherwise confined. The County agrees to make immediate notification to the Contract agency and forward copies of incident reports, disciplinary reports, findings and actions, including documentation of removal of earned early release credits to the Contract Agency.

(b) Inmate Accounts. The County shall establish and maintain an account for each inmate received from the Contract Agency and shall credit to such account all money received from an inmate or from the Contract Agency on behalf of an inmate. The County shall make disbursements from such accounts by debiting such accounts in accurate amounts for items purchased by the inmate for personal needs. Disbursements shall be made in limited amounts as are reasonably necessary for personal maintenance. At termination or expiration of this Agreement, an inmate's return to the Contract Agency, or death or escape of an inmate, the County shall submit a check to the Contract Agency in the name of each inmate eligible for reimbursement in order to transfer an inmate's money to an inmate account administered by the Contract Agency.

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

12. ACCESS TO FACILITY AND PRISONERS:

(a) Access to Facility. 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 inmates 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 Inmates. Contract Agency personnel shall have the right to interview inmates 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 with other departments, including the Lewis County Sheriff's Office.

13. ESCAPES AND DEATHS:

(a) Escapes. In the event of an escape by a Contract Agency's inmate from the County jail, the Contract Agency will be notified by phone or fax with a follow-up in writing 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 inmates from outside of the County.

(b) Deaths.

1) In the event of a death of a Contract Agency inmate in the County jail, the Contract Agency shall be promptly notified by phone or fax with a follow-up notification in writing. Lewis County Sheriff's Office and the Lewis County Coroner will investigate the circumstances. The Contract Agency may, if it wishes, join in the investigation and receive copies of all records and documents in connection with the investigation.

2) The County shall, subject to the authority of the Lewis 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 pay all such expenses. This paragraph deals with relations 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.

14. POSTING OF BAIL: The County shall not serve as an agent for the Contract Agency in receipt of any bail bonds or any monies posted for or by a Contract Agency's inmate.

15. RECORD KEEPING: The County agrees to maintain a system of record keeping relative to the booking and confinement of each of the Contract Agency's inmates consistent with the record keeping by the County for all other inmates. The County shall make copies of said records available to the Contract Agency upon its request.

16. INDEMNIFICATION AND INSURANCE:

(a) Indemnification of Contract Agency. The County shall indemnify the Contract Agency, its officers, agents and employees, from and against any claim, damages, losses and expenses, including but not limited to reasonable attorney's fees, arising from the County's performance under this Agreement; provided, 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.

(b) Indemnification of County. The Contract Agency shall indemnify the County, its officers, agents and employees, from and against any claim, damages, losses and expenses, including but not limited to costs and reasonable attorney's fees, arising from the Contract Agency's performance under this Agreement; provided, 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.

(c) Insurance Requirement. Each party shall obtain and maintain liability coverage in minimum liability limits of Two Million Dollars ($2,000,000) per occurrence and Three Million Dollars ($3,000,000) in the aggregate for its conduct creating liability exposures related to confinement of inmates, including general liability, errors and omissions, auto liability and police professional liability. The insurance policy or policies shall provide coverage for those events that occur during the term of the policy, despite when the claim is made.

(d) Certificate of Insurance. If either party is NOT a member of the Washington Counties Risk Pool, each party to this Agreement agrees to provide the other with evidence of insurance coverage in the form of a certificate from a solvent insurance provider confirming coverage from a solvent insurance company or pool which is sufficient to address the insurance obligations set forth above.

17. 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, sensory handicap, or other status protected by law

18. CONTRACT ADMINISTRATION/REQUIREMENTS OF CHAPTER 39.34 RCW: 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 Lewis County Sheriff shall be responsible for administering the confinement of inmates 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. Prior to its entry into force, an agreement made pursuant to this chapter shall be filed with the county auditor or, alternatively, listed by subject on a public agency's web site or other electronically retrievable public source.

19. 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 constitute acquiescence thereto.

20. TERMINATION: This Agreement may be terminated prior to expiration by written notice from either party delivered by regular mail to the contact person at the address set forth herein. Termination by said notice shall become effective ninety (90) days after receipt of such notice. The notice shall set forth the reason the party wishes to terminate the Agreement and the specific plan for accommodating the affected inmates, if any.

21. 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 posses. 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.

22. DURATION: This Agreement shall be effective on January 1st, 2016 and shall continue through December 31st, 2016, unless terminated earlier under the terms set forth in Section 20 above. This agreement may be renewed for successive periods of one year by written addendum executed by all parties hereto under such terms as the parties agree in writing. Nothing in this Agreement shall be construed to make it necessary for the Contracting Agency to continuously house inmates with the County.

23. GOVERNING LAW AND 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 an inmate's confinement under this Agreement. The venue shall be in the Lewis County Superior Court.

24. 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.

25. PREA- CUSTODIAL AND SEXUAL MISCONDUCT

In the performance of services under this Agreement, County shall comply with all federal and state laws regarding sexual misconduct, including, but not limited to, the Prison Rape Elimination Act of 2003 (PREA); RCW 9A.44.010, Definitions; RCW 9A.44.160 Custodial sexual misconduct in the first degree; RCW 9A.44.170, Custodial sexual misconduct in the second degree.

DATE: _____

LEWIS COUNTY, WASHINGTON

_____, Chairman

_____, Member

_____, Member

Constituting the Board of County Commissioners of Lewis County, Washington

Attest: _____
Clerk of the Board

Approved as to Form and Content:

_____
Robert Snaza, Sheriff Lewis County Sheriff's Office

Reviewed by:

_____
Prosecuting Attorney

DATE: _____

THURSTON COUNTY, WASHINGTON

Approved as to Form and Content:

_____
John Snaza, Sheriff
Thurston County Sheriff's Office

ADDENDUM TO AGREEMENT FOR USE OF LEWIS COUNTY JAIL FACILITIES

Initial for Approval

DS

Daily Rate – Thurston County elects to purchase contract beds at the per diem rate of sixty dollars and thirty eight cents ($60.38) each.