INTERLOCAL AGREEMENT FOR USE OF JAIL FACILITIES

This Agreement is made and entered into by and between LEWIS COUNTY, a political subdivision of the State of Washington (hereinafter "County"), and the CITY OF OLYMPIA a Washington municipal corporation, (hereinafter called "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,

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; and,

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; and,

WHEREAS, Chapter 39.34 RCW, Chapter 70.48 RCW, 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, RCW 39.34.180, Chapter 70.48 RCW, 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: Chief of Corrections 28 SW Chehalis Avenue Chehalis, WA 98532-190 Facsimile: (360) 740-1463 Telephone Number: (360) 740-2714
Contract Agency:	City of Olympia Jail Attn: Jail Manager 900 Plum St. SE Olympia, WA 98501 Facsimile: (360) 570-3775 Telephone Number: (360) 753-804 Mailing Address Olympia City Jail P. O. Box 1967 Olympia, WA 98507-1967
Contract Agency Healthcare Provider:	Healthcare Delivery, Incorporated Julie Rice, ARNP Cell: (360) 481-6110 Pager: (360) 330-3175 Office: (360) 273-8818

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.

If available, the County shall consider the Contract Agencies inmates for alternative incarceration programs as allowed by the Contract Agencies court order. The County retains sole discretion of the inmate's eligibility for alternative programs. Costs for participation in alternative incarceration programs shall be borne by the Contract agencies inmates. The Contract agency will not be charged for a bed day for inmates on alternative programs.

4. COMPENSATION FROM CONTRACT AGENCY:

(a) Guaranteed Flat Rate. In return for the County's housing of a guaranteed 16 inmate beds per day (5840 inmate days) at a rate of sixty dollars and thirty eight cents ($60.38) per bed/per day, the Contract Agency shall pay the County a flat rate fee of $343,934per year, billed

quarterly. If the Contract Agency uses less than the 6570 days, there shall be no refund unless the contract is terminated early as provided in this Agreement. If more than 5840 bed days are used by the Contract Agency, the County will bill each bed day at the rate of sixty dollars and thirty eight cents ($60.38) per bed/per day, except where otherwise provided for "high needs" inmates. In addition to the above referenced rate, by mutual agreement outlined in section (e) below, the Contract Agency agrees to pay the County a daily rate of Eighty dollars and fifty cents ($80.50) for inmates defined by both parties as "high needs". Inmates classified as "high needs" shall not be counted in the Contract Agency's 5840 allotment and payment for "high needs" inmates shall be billed separately on a quarterly basis. The County may house additional Olympia inmates on any given day so long as there are adequate beds available in the County jail. 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.

(b) Other Costs. The Contract Agency shall also pay such other costs to the County or third parties as set forth herein, as well as any medical costs required by Section 5.

(c) Billing. The County will invoice the Contract Agency for inmate days quarterly. The County agrees to provide the Contract Agency with monthly reports documenting the names of the inmates held in the County jail, the number of inmate days for each inmate, and a tally of the total inmate days used for the month. Upon reaching 5840 inmate days each calendar year, the County agrees to invoice the Contract Agency for beds used at a flat rate of $60.38 per bed day on a quarterly basis. Account balances overdue 30 days or more will be subject to a service charge of 1% per month (12% per annum). Should collection become necessary, the Contract Agency will pay all collection costs associated with late payments.

(d) 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 four hours. The County shall invoice the Contract Agency quarterly.

(e) Classification. Subject to mutual agreement between the County's Jail Administrator and the Contract Agency's Jail Manager, 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 eighty dollars and fifty cents ($80.50 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 section is intended to modify the County's right to refuse/return an inmate.

(f) 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.

By June 1, 2016, the parties agree to notify each other of their desire to negotiate a contract extension beyond December 31, 2016.

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 three 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 necessary 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 at the County's cost. 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 at (360) 753-8417 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 medical, psychiatric or dental treatment from the Contract Agency before confinement in the County jail, the Contract Agency shall provide to the County 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 resuming custody of an ill or injured inmate by picking such inmate up for transfer at the County jail; provided, in situations in which the County deems 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 transfer custody of the inmate back to the Contracting Agency.

(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 applicable law, the Contract Agency shall receive a copy 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 shall comply with all requirements under the Health Insurance Portability and Accountability Act (HIPAA) and other applicable law.

6. **TRANSPORTATION OF CONTRACT INMATES**:

(a) Regular Transport. The County agrees to provide transportation to and from the Contracting Agency's jail on a mutually agreed scheduled basis at least two times per week.

(b) 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. Property shall be limited to the amount which can be stored in a grocery size bag. The Contract Agency's officers delivering an inmate to the transportation location shall be responsible for ensuring that 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 back 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, 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 of competent jurisdiction orders that space be made available.

(g) Notice of Return and Transport. The County shall provide written notice, via facsimile or e-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 19 below, it shall be the County's obligation to transport the Contract Agency's inmates to the Contract Agency, 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 19 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 Contract Agency 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 as per facility rules. If the County finds removal of earned early release credits is appropriate, the County will provide the Contract Agency with hearing results and request earned early release credits be removed. 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.

(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 INMATES:

(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 telephone 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 inmate 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's Jail Manager shall be promptly notified by telephone or fax with a follow-up notification in writing via US mail. 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 is not intended to relieve any relative or other person from responsibility for the disposition of the deceased or any associated expenses.

14. **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 and in accordance with all statutory requirements. The County shall make copies of said records available to the Contract Agency upon its request.

15. **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 costs and 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. 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 pool which is sufficient to address the insurance obligations set forth above.

16. **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 any other status protected by law.

17. **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 and other applicable law. Pursuant to the provisions of RCW 39.34.030, the Lewis County Sheriff shall be responsible for administering the confinement of inmates. 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.

18. **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.

19. **TERMINATION**:

This Agreement may be terminated upon 90 days written notice from either party to the other party. Notice shall be sent to the attention of the administrative contact person specified in Section 2 above both by first class mail and by email to his or her usual email address used for

communication between the parties. The notice shall indicate when and how the City of Olympia will assume physical custody and control over any inmates housed by Lewis County, and how it will transport them from the Lewis County Jail. In default of such indication Lewis County shall deliver any Olympia inmates in its custody or control at a time or times of its choosing on the effective date of the termination to the front door of the Olympia City Jail, and the City of Olympia shall reimburse Lewis County for its expense in so transporting such inmates. If the Agreement is properly terminated by the Contract Agency with the required notice, Contract Agency shall not be responsible for paying for the quarters remaining in the year, effective upon termination. For example, notice provided on July 1 to terminate as of October 1 would mean that the Contract Agency has zero beds reserved for the fourth quarter of the year and is, therefore, relieved from making payment for any bed days in that quarter.

20. **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.

21. **DURATION:**

This Agreement shall be effective on January 1, 2016, and shall continue through December 31, 2016, unless terminated earlier under the terms set forth in Section 19 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.

22. **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 Thurston County Superior Court.

23. **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.

24. 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

_____, Vice Chair

_____, Member

Constituting the Board of County Commissioners of Lewis County, Washington

Attest:

_____
Karri Muir, Clerk of the Board

Approved as to Form and Content:

_____
Robert R Snaza, Sheriff
Lewis County Sheriff's Office

Jonathan Meyer, Prosecuting Attorney

_____
By: Deputy Prosecuting Attorney

DATE: _____

CITY OF OLYMPIA, WASHINGTON

_____
Stephen H. Buxbaum, Mayor

Approved as to Form:

_____
City Attorney