

AGREEMENT FOR USE OF JAIL FACILITIES IN LEWIS COUNTY

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 CHEHALIS (hereinafter "Contract Agency") in Lewis County in the State of Washington.

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 Ave., 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 St., MS: SHE02
Chehalis, WA 98532-1900
Facsimile: (360) 740-1463
Telephone Number: (360) 740-1147

Contract Agency:

City of Chehalis

Attention: _____

P. O. Box 871

Chehalis, WA 98532

Facsimile: 748-0651

Telephone Number: 748-6664

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 fifty dollars (\$50.00) for every calendar day that said inmate is in the custody of the County. Any portion of the day over four (4) 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) Guaranteed Flat Rate. In return for the County's housing of a guaranteed number of beds, the Contract Agency shall pay the County a reduced flat rate fee of forty-five \$45 per bed day. The initial agreed upon number of flat rate beds will be based upon the average cost of beds used during the past three calendar years. Purchased beds will be cumulative month to month but will not extend past December 31st of the current billing year. If the agreed upon number of beds to date is exceeded at any time during the calendar year, the guaranteed flat rate will apply for any additional beds used.

(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 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 collection action become necessary, the Contract Agency will pay all collection costs associated with late payments.

2) **Flat Rate:** The County will bill the Contract Agency at the beginning of each quarter for the amount contracted at the flat rate. Additional charges, if any, incurred by Contract Agency during a contract quarter, will be separately noted and included in the following quarter's bill. Additional fourth quarter charges will be billed separately by January 15th of the following year. Payment shall be due from the Contract Agency by the 30th day following the date of invoice. Account balances overdue 30 days or more will be subject to a service charge of 1% per month (12% per annum). Should collection action 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. At the Contract Agency's discretion, an available flat rate bed day can be used in lieu of the booking fee.

(f) **Concurrent Sentences.** When a contract agency requests the Lewis County Jail to track, monitor, calculate time served for sentences imposed by a court other than Lewis County District or Superior Courts, or to place a hold on or to notify a municipal court of an inmate's incarceration in the Lewis County Jail, the Contract Agency will pay 1/3 of the daily rate for any offender serving time concurrently. If the contract agency is contracted for the flat rate, this provision shall not apply.

(g) **Annual Review.**

1) **Daily Rates.** The daily rate for housing prisoners shall be adjusted by the County based on the projected costs for the next contract year. The adjusted daily rate anticipated for the next year shall be provided to the Contract Agency for review and comment no later than July of each year. The Contract Agency's written response will be considered and the final daily rate will be provided to the Contract Agency by August 25.

2) **Flat Rate Number of Beds.** The number of beds used to determine the flat rate for the following year will be based upon the agency's initial bed use and each subsequent year's use until a three-year average is obtained. Once a three-year average is reached, it will be based on the preceding three-year July through June period.

(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 medical, psychiatric and dental services necessary to safeguard their health while confined, in accordance with the provisions of Chapter 289-20 WAC, as now in effect or hereinafter amended, and the policies and rules of the County jail.

(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 that, if in situations 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 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.

6. TRANSPORTATION OF CONTRACT PRISONERS:

(a) Transportation: The Contract Agency is responsible for the transport of offenders to the County Jail for admittance.

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 possession of an inmate. 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 such property as the County allows inmates to keep in their cell. The Contract Agency's officers delivering an inmate to the Lewis County Jail 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 possession and assume custody and responsibility for the Contract Agency's inmate to be confined.

(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.

8. RIGHT TO REFUSE AN INMATE: The County shall have the right to refuse 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 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.

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) 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.

(d) Catastrophe. In the event of any catastrophic condition presenting, in the sole discretion of the County, an imminent danger to the safety of the inmate(s),

any inmate held on behalf of the Contract Agency may be removed from the County Jail. 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 by 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 no expense to the Contract Agency.

(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 applicable rate set forth in Section 4 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.

(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 each inmate or from the Contract Agency on behalf of each 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 in accordance with the policies of the Lewis County Jail. Disbursements shall be made in limited amounts as are reasonably necessary for personal maintenance. The County shall remit a check to the Contract Agency in the name of each inmate eligible for reimbursement in the following situations: Termination or expiration of this Agreement, an inmate's return to the Contract Agency, inmate death or inmate escape.

(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 other similarly situated inmates at the County 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 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.

(b) Deaths. In the event of a death of a Contract Agency inmate in the County jail, the Contract Agency shall be promptly notified 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.

14. POSTING OF BAIL: The County shall 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 with the County at any such time as the Contract Agency is closed for regular business. Any such bonds or monies collected will be promptly forwarded to the Contract Agency. Bail posted for Contract Agency inmates shall adhere to the County's bail guidelines.

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. INDEMNIFICATIONS AND INSURANCE:

(a) Indemnification of Contract Agency. The County shall defend, indemnify and hold harmless the Contract Agency, its officers, agents and employees, from and against any and all claims, costs, judgments or damages, including attorney's fees and costs, arising out of or resulting from the negligent acts or omissions, tortious actions, or civil rights violations under State or Federal laws of the County, its officers, agents and employees, in connection with the care, custody and confinement of any Contract Agency inmate by the County.

(b) Indemnification of County. The Contract Agency shall defend, indemnify and hold harmless the County, its officers, agents and employees, from and against any and all claims, costs, judgments or damages, including attorney's fees and costs, arising out of or resulting from the negligent acts or omissions, tortious actions, or civil rights violations under State or Federal laws of the Contracting Agency, its officers, agents and employees, in connection with the care, custody and confinement of any Contract Agency inmate by the County.

(c) Insurance. Each party to this Agreement agrees to provide the other, upon request, with evidence of liability insurance coverage for actions and omissions under this contract in the form of a certificate from a solvent insurance provider confirming coverage, or from a solvent insurance pool that is active and in effect during the term of this contract.

17. NON-DISCRIMINATION POLICY: The County and the Contract Agency agree not to discriminate in the performance of this Agreement on the basis of race, color, national origin, sex, age, religion, creed, marital status, disabled or Vietnam era veteran status, or the presence of any physical, mental, or sensory handicap.

18. ADMINISTRATION/DISPOSAL OF PROPERTY: This Agreement is executed in accordance with the provisions 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. The parties will jointly acquire no real or personal property 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.

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 or acceptance of 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 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 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.

22. DURATION: This Agreement will remain effective unless terminated by either party under the terms set forth in Section 20 above. 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.

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DATE: November 22, 2004

DATE: 10-25-04

LEWIS COUNTY, WASHINGTON

CITY OF CHEHALIS, WASHINGTON

[Signature], Chairman
[Signature], Member

By: Dwight M. Campbell

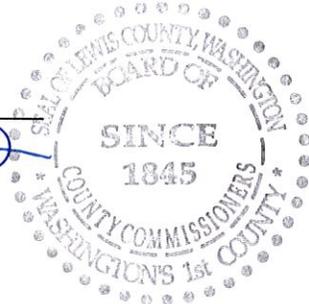
Title: City Manager

Absent, Member

Approved as to Form: [Signature]

Constituting the Board of County Commissioners of Lewis County, Washington

Attest: [Signature]
Clerk of the Board



Approved as to Form and Content:

[Signature]
John P. McCroskey, Sheriff
Lewis County Sheriff's Office

Reviewed by:
[Signature]
Prosecuting Attorney

Dep

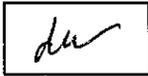
**ADDENDUM TO AGREEMENT FOR USE
OF LEWIS COUNTY JAIL FACILITIES**

Initial for Approval



Guaranteed Flat Rate – The City of Chehalis guarantees the purchase of contract beds at the flat rate cost of \$24,541.00 per year, which guarantees 545 bed days. The flat rate and bed availability will be divided into calendar quarters.

Initial for Approval



Daily Rate – The City of Chehalis elects to purchase contract beds at the per diem rate of fifty dollars (\$50.00) each.