

INTERGOVERNMENTAL AGREEMENT FOR USE
OF THE WALLA WALLA COUNTY ADULT CUSTODY
(JAIL) FACILITIES

THIS AGREEMENT is made and entered into by and between WALLA WALLA COUNTY, a political subdivision of the State of Washington, and COLUMBIA COUNTY, a political subdivision of the State of Washington.

W I T N E S S E T H:

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

1. PURPOSE: Columbia County, desiring to utilize the Walla Walla County Adult Custody (hereinafter "Jail") Facilities and Services maintained by Walla Walla County for the incarceration of Columbia County prisoners, has, in accordance with the Interlocal Cooperation Act (Chapter 39.34 RCW) and the City and County Jails Act (Chapter 70.48 RCW), previously entered into an agreement with the County for the use of the County jail facility and personnel for confinement of Columbia County prisoners. It is the purpose of this agreement to allow Columbia County to use the jail facilities, and to supersede any previous agreements for the use of said jail facilities between the parties.

2. DEFINITIONS:

a. "Columbia County Prisoner" shall mean a person housed in the Walla Walla County Jail when the basis for confinement is the violation of a City of Dayton or Columbia County municipal code, or pursuant to a warrant, commitment or order of the Columbia County District or Superior Courts applied for during or as a result of a Columbia County case, or following an arrest by a Columbia County Sheriff's Deputy for any reason including violations of state law or City of Dayton or Columbia County municipal codes, and includes persons confined by reason of a state felony indictment, information or complaint filed in court by the Columbia County Prosecuting Attorney or a person confined by reason of a federal indictment, information, complaint, warrant, commitment or order filed in a federal court when said person was arrested and detained by a Columbia County Sheriff's Deputy. Costs of prisoners being

held on charges from Columbia County as well as charges from other jurisdictions will be split equally among all jurisdictions that have a current hold on the prisoner.

3. AVAILABILITY OF JAIL FACILITIES: So long as space is available, the jail facilities and personnel shall be available for confinement of Columbia County prisoners held upon arrest, awaiting trial and serving sentences of jail terms. Columbia County will confirm space availability by phone or email prior to transporting prisoners from Columbia County. In the event a Columbia County prisoner is arrested in Walla Walla County on a Columbia County warrant, the prisoner will be booked into the Walla Walla County jail, unless space is not available based on Walla Walla County's occupancy policies.

Walla Walla County will provide housing for Columbia County prisoners on a space available basis. When the jail population exceeds the capacity authorized by federal, state or occupancy policies, Columbia County shall be responsible for providing housing for said additional prisoners.

Nothing in this agreement precludes Columbia County, at its own discretion and convenience, from housing Columbia County prisoners in a jail facility other than the Walla Walla County Jail. Responsibility of transport to such facility shall not be the responsibility of the County, unless separately agreed.

4. COMPENSATION: Columbia County shall pay Walla Walla County as total compensation for its provision of jail facilities and personnel as specified below:

a. Walla Walla County will charge Columbia County a flat day rate equal to the current rate established by the Washington State Department of Corrections with the Walla Walla County Jail to house DOC violators. Days will be calculated and charged as follows:

i. For each prisoner booked, Columbia County will be charged a minimum of four hours' (1/6th of the day rate).

iii. For prisoners held 4 hours or longer, Columbia County will be charged the full day rate.

Each 24-hour period is concerned one (1) billable day. If an inmate is held for 25 hours, Columbia County will be charged two full days.

b. Columbia County agrees to pay for the utilization of the Walla Walla County Jail for each year this Agreement remains in effect. Walla Walla County will notify Columbia County of changes to the Department of Corrections' rate within 30 days after any change.

5. PAYMENT: The County shall bill Columbia County monthly for custodial care services which shall be payable within THIRTY (30) calendar days after receipt of a billing statement from the County setting forth the number of days being billed and the charges therefore.

6. MEDICAL COSTS AND TREATMENT:

a. Walla Walla County will provide medical services for all prisoners within the jail. Columbia County will reimburse Walla Walla County for any prescription medications.

b. Walla Walla County will forward any bills or invoices for outside medical services, including ambulance services, to Columbia County. Columbia County shall pay providers directly for all outside medical services for emergency or necessary health care for its prisoners in accordance with the provisions of RCW 70.48.130.

c. Walla Walla County will supply all insurance information in its possession to outside medical vendors for billing purposes. Walla Walla County will also provide Columbia County with all information needed for Columbia County to seek reimbursement.

d. There shall be no right of payment to Walla Walla County for emergency or mandated health care for "Columbia County prisoners" held in the County Jail facilities after they have ceased to be a "Columbia County prisoner" as defined in Section 2 of this agreement.

8. TRANSPORTATION OF PRISONERS; NOTIFICATION OF RELEASE:

Columbia County shall be responsible for initially delivering and for transporting all Columbia County prisoners to the Jail or to Columbia County. For remote court appearances from the jail, Walla Walla County, with advance notice, shall be responsible for presenting Columbia County prisoners in the appropriate forum via video conferencing or telephone conferencing system.

Columbia County shall be responsible for transporting Columbia County prisoners for required medical or dental treatment outside the facility. If Columbia County is unable to facilitate prisoner transports to outside medical or dental appointments, Walla Walla County shall transport Columbia County prisoners for required medical or dental treatment within

Walla Walla or College Place. In the event Walla Walla County transports an inmate for an offsite appointment or medical procedure, Columbia County will be charged \$80 per hour per corrections officer for each hour of offsite supervision during the transport. In the event a Columbia County prisoner requires emergency medical services outside the facility, Walla Walla County shall immediately notify Columbia County. Walla Walla County will transport and supervise Columbia County prisoners requiring emergency medical treatment until Columbia County is able to arrive at the offsite medical facility to assume custody and supervision of the Columbia County prisoner.

Columbia County shall notify the jail of all Columbia County prisoners to be released.

9. POSTING OF BAIL: After regular business hours, Walla Walla County shall serve as agent for Columbia County in receipt of bail bonds or monies posted for Columbia County prisoners. Such monies shall be transmitted to the Columbia County Clerk on a daily basis during court hours as received. During regular business hours, posting of bail monies for Columbia County prisoners shall be conducted at the court and clerk of jurisdiction in Columbia County.

10. ACCESS TO PRISONERS: Columbia County Deputies and Sheriff's Office personnel, law enforcement investigators, County Prosecuting Attorneys and Defense Attorneys shall have the right to interview prisoners at any reasonable time within the jail and shall be afforded equal priority for use of jail interview rooms with other law enforcement agencies.

11. WORK RELEASE: In the event it is desired that a Columbia County prisoner participates in a jail work release program, Columbia County prisoners shall be treated exactly as County prisoners and shall be entitled to participate in the work release program solely upon a space available basis.

12. COLUMBIA COUNTY PRISONERS: Columbia County prisoners shall be released from the jail only:

- a. Upon the authorized, written request of the Columbia County Sheriff's Office;
- or
- b. By order of the court having jurisdiction of a Columbia County prisoner and the matter for which such prisoner is being confined; or

- c. As necessary when jail population exceeds capacity; or
- d. For appearance by the prisoner in the court in which the prisoner has been charged; or
- e. In compliance with a valid writ of habeas corpus, or
- f. For necessary medical or dental treatment or care not available within jail; or
- g. When the prisoner has completed service of the sentence and the charge pending against the prisoner has been dismissed, or bail or other satisfactory recognizance has been posted as required by the court.

13. INDEMNIFICATION:

a. Each party shall indemnify and hold harmless the other party and its officers, agents and employees from and against any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever resulting from, arising out of or incident to any act or omission of that party, its officers, agents or employees, in the performance of this agreement.

b. In the event of any concurrent act or omission of the parties, negligent or otherwise, each party shall pay its proportionate share of any damages awarded based upon comparative liability. The parties agree to maintain a consolidated defense to claims made against them and to reserve all indemnity claims against each other until after liability to the claimant and damages, if any, are adjudicated. If any claim is resolved by voluntary settlement and the parties cannot agree upon apportionment of damages and defense costs, they shall submit apportionment to binding arbitration.

c. The parties agree all indemnity obligations shall survive the completion, expiration or termination of this Agreement.

14. AUTHORITY: This agreement is executed in accordance with the authority of RCW 70.48.090 and Chapter 39.34 RCW, the Interlocal Cooperation Act. The following information is given pursuant to the provisions of RCW 39.34.030:

- a. The duration of this agreement shall be FIVE (5) years;
- b. The Walla Walla County Corrections Department Director shall be responsible for the administration of this agreement as provided in Section 15 below;

c. The purpose of this agreement is to permit the joint use of the Walla Walla County Jail for confinement of prisoners of Columbia County, promoting maximum use and efficiency of the Walla Walla County Jail;

d. The financing of the joint use of the jail pursuant to this agreement shall be by contribution of Columbia County as specified in Section 4 above;

e. Termination of this agreement shall be as provided in Section 19 below;

f. This agreement shall be administered as provided in Section 15 below;

g. Unless otherwise specifically agreed by the parties, all property, personal and real, utilized by the parties hereto in the execution of this agreement shall remain the property of the party initially owning it; and

h. Nothing in this agreement shall preclude Columbia County from maintaining and utilizing its own holding facilities.

15. ADMINISTRATION: This agreement shall be administered by the Walla Walla County Corrections Department Director or his/her designee.

16. REMEDIES: No waiver of any right under this agreement shall be effective unless made in writing by the 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.

17. DURATION: This agreement shall become effective May 1, 2023, and shall remain in effect for a period of FIVE (5) years pursuant to RCW 70.48.090 unless terminated prior thereto pursuant to the provisions of Section 19 below.

18. MODIFICATION: This agreement may be modified only by written mutual agreement of the parties.

19. TERMINATION: This agreement may be terminated by either of the parties hereto upon not less than one hundred eighty (180) days advance written notice to the other party.

Executed: this 25th day of September, 2023.

COUNTY OF WALLA WALLA

By 
Commissioner

By 
Commissioner


By 
Commissioner

Attest:



Clerk, Board of County Commissioners

Approved as to Form:

 deputy
Walla Walla County Prosecuting Attorney

Approved as to Content:


Walla Walla County Corrections Department Director

Executed: this 21st day of August, 2023

COUNTY OF COLUMBIA

By Ryan Rindell
Commissioner

By Anthony M. Kelly
Commissioner

By Mark Hall
Commissioner

Approved as to Content:

Sheriff: J. H. [Signature]

Attest:

Virginia Schmidt
Clerk, Board of Columbia County Commissioners

Approved as to Form:

[Signature]
Columbia County Prosecuting Attorney