

MODIFICATION OF 2015 INTERGOVERNMENTAL AGREEMENT
FOR USE OF THE WALLA WALLA COUNTY
ADULT CUSTODY (JAIL) FACILITIES

THIS MODIFICATION OF THE 2015 INTERGOVERNMENTAL AGREEMENT is made and entered into by and between Walla Walla County, a political subdivision of the state of Washington, hereinafter referred to as "County," and the City of Walla Walla, a Municipal Corporation of the State of Washington, hereinafter referred to as "City."

Whereas, the County and the City entered into an Intergovernmental Agreement for use of the Walla Walla County Adult Custody Jail Facilities in March 2004; and

Whereas, the County and the City entered into a new Intergovernmental Agreement for use of the Walla Walla County Adult Custody (Jail) Facilities (the "2015 Agreement") in September 2015; and

Whereas, the 2015 Agreement may be modified by written mutual agreement of the parties; and

Whereas, the City has requested that the County modify the 2015 Agreement in order to lessen rate variances from year to year; and

Whereas, the County wishes to modify the 2015 Agreement to include a minimum charge for each City Prisoner booked, in order to recoup staff costs incurred in processing each City Prisoner;

NOW THEREFORE, the Parties agree to modify Section 4 of the 2015 Agreement as follows, with the remainder of the Agreement remaining in full force and effect:

4. COMPENSATION: The City shall pay the County of Walla Walla as total compensation for its provision of jail facilities and personnel as specified herein:

a. Establishment of Jail Costs. The County will supply the City with the July 1st through June 30 actual costs, as defined in attachment A, by August 15th. The hourly cost for the following calendar year will be based on the actual cost, as mentioned above, and increased by the June Seattle CPI-U. In the event the Seattle CPI-U is negative, no adjustment for the CPI-U will be made.

b. Estimation and Payment of Jail Costs. The method of cost distribution shall be an actual use proportionate system based on total jail costs. Any grants or funds received, with the exception of Inmate Welfare Benefit Fund, which would reduce jail costs shall be deducted from the overall costs utilized to determine the City's jail costs. The actual costs will be divided by the average prisoner days for the prior three years to arrive at the hourly rate for the following year.

The City agrees to pay for the utilization of the Walla Walla County Jail for each year this Agreement remains in effect. City Prisoners' confinement shall be paid for by the City at a rate based on actual cost per prisoner hour of confinement. For each City Prisoner booked, the City will incur a minimum charge of four hours.

c. The County shall budget an amount equal to at least 3% of its total compensation annually received from the City to a fund dedicated as a capital reserve for the enhancement or replacement of equipment or facility. The balance of the reserve fund and the capital expenditures of that fund shall be reported to the City on an annual basis as required under section 4(a) or section 7 of this agreement.


IN WITNESS WHEREOF, the parties hereto have executed this Modification of Intergovernmental Agreement this 5th day of April 2018.

COUNTY OF WALLA WALLA


James K. Johnson Chairman, District 1


Todd L. Kimball Commissioner, District 2


James L. Duncan, Commissioner, District 3

Attest: 
Connie R. Vinti
Clerk, Board of County Commissioners

Approved as to form:

Jim Nagle for
Jim Nagle
Prosecuting Attorney

Approved as to Content:
Norris Gregoire
Norris Gregoire
Director, Walla Walla County Corrections Department

CITY OF WALLA WALLA
Nabiel Shawa
Nabiel Shawa
City Manager

Attest:
Kammy Hill for
Kammy Hill, City Clerk
Joan Stephenson
Approved as to form:
Timothy J. Donaldson for
Timothy J. Donaldson
City Attorney for the City of Walla Walla