

A G E N D A
WALLA WALLA COUNTY BOARD OF COMMISSIONERS
SPECIAL MEETING
TUESDAY, MAY 31, 2022

Commissioners have resumed in person public meetings and will also continue to host the meetings via WebEx.

Following is the website to attend and listen to the meeting and the phone number to call to take part in the meeting. Any questions please email us wwcocommissioners@co.walla-walla.wa.us.

Call in 1-408-418-9388 access code: 146 784 0290

Meeting link: <https://wwco.webex.com/wwco/j.php?MTID=m6ef6c0710e4eb57be4e10ce0cc827a38>

PLEASE NOTE: All times are tentative and at the discretion of the Chairman with the exception of advertised bid openings and public hearings.

9:00 A.M. COUNTY COMMISSIONERS

Chairman Kimball

- a) Roll call and establish a quorum
- b) Silence cell phones
- c) Declarations re: conflict of interest
- d) Pledge of Allegiance
- e) Public comment period (time limitations may be imposed)
- f) **Action Agenda Items:**
 - 1) Resolution - Approving Interlocal agreement between the County of Yakima, Washington and the County of Walla Walla, Washington for the housing of inmates
 - 2) Request Prosecuting Attorney's Office to seek injunctive relief from request by Robert Hill for Public Records Requests received by the Treasurer on April 28, 2022 and by the Public Records Officer on May 23, 2022.
- g) Executive session personnel (pursuant to RCW 42.30.110(g)), to evaluate the qualifications of applicants for public employment (interview for Human Resources/Risk Manager position)
- h) Miscellaneous business to come before the Board

- A D J O U R N -

Walla Walla County is ADA compliant. Please contact TTY: (800) 833-6384 or 7-1-1 or the Commissioners' Office at 509/524-2505 three (3) days in advance if you need any language, hearing, or physical accommodation.

Please note that the agenda is tentative only. The Board may add, delete, or postpone items and may take action on an item not on the agenda.

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF APPROVING
INTERLOCAL AGREEMENT
BETWEEN THE COUNTY OF
YAKIMA, WASHINGTON AND THE
COUNTY OF WALLA WALLA,
WASHINGTON FOR THE
HOUSING OF INMATES

RESOLUTION NO. **22**

WHEREAS, the County of Walla Walla, Washington, is authorized by law to have charge and custody of Walla Walla County prisoners, inmates, and defendants ordered confined by courts of competent jurisdiction; and

WHEREAS, the County of Yakima, Washington, is authorized by law to maintain and operate the Yakima County Jail, a place of confinement for the incarceration of inmates lawfully ordered into custody; and

WHEREAS, the County wishes to designate Yakima County Jail as a place of confinement for one or more inmates when deemed necessary by the Director of Corrections; and

WHEREAS, the County of Yakima is desirous of accepting and keeping in its custody such inmate(s) in the Yakima County Jail for a rate of compensation mutually agreed upon by both parties hereto; and

WHEREAS, RCW 39.34.080 and other Washington law, as amended, authorizes any city/county to contract with any other city/county to perform any governmental service, activity or undertaking which each contracting city/county is authorized by law to perform; and

WHEREAS, the governing bodies of each of the parties hereto have determined to enter into an Agreement as authorized and provided for by RCW 39.34.080 and other Washington law; and

WHEREAS, the Director of Corrections recommends approval of said Agreement; and

WHEREAS, the County Prosecuting Attorney's Office and Risk Manager have reviewed said Contract and recommend approval;

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that they do hereby approve the Interlocal Agreement between Walla Walla County and the County of Yakima.

Passed this 31st day of May, 2022 by Board members as follows: Present or Participating via other means, and by the following vote: Aye Nay Abstained Absent.

Attest:

Diane L. Harris, Clerk of the Board

Todd L. Kimball, Chairman, District 2

Jennifer R. Mayberry, Commissioner, District 1

Gregory A. Tompkins, Commissioner, District 3

*Constituting the Board of County Commissioners
of Walla Walla County, Washington*

AGREEMENT FOR INMATE HOUSING 2022

THIS INTERLOCAL AGREEMENT FOR INMATE HOUSING (hereinafter "Agreement") is made and entered into by and between the County of Walla Walla, hereinafter referred to as **Walla Walla County** and the Yakima County Department of Corrections, hereinafter referred to as **Yakima County**.

WHEREAS, RCW Chapters 39.34 and RCW 70.48 authorize the Counties to enter into a contract for inmate housing, and

WHEREAS, Walla Walla County desires to transfer custody of certain inmates to Yakima County to be housed in Yakima County's corrections facilities during those inmates' confinement, and to compensate Yakima County for housing such inmates, and

WHEREAS, Yakima County desires to house inmates who would be otherwise in Walla Walla County's custody on the terms agreed herein.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and promises contained herein, the parties hereto mutually agree as follows:

1. Purpose. The purpose and intent of this Agreement is to establish the terms under which Yakima County will house Walla Walla County inmates during the calendar year 2022.

2. Definitions.

Business day means Monday through Friday excluding Yakima County standard holidays.

Committing Court means the court that issued the order or sentence that established Walla Walla County's custody of a Walla Walla County Inmate.

Detainer – A legal order authorizing or commanding another agency a right to take custody of a person.

Walla Walla County Inmate means a person subject to Walla Walla County custody who is transferred to County custody under this Agreement

3. General Provisions. Yakima County shall accept Walla Walla County Inmates according to the terms of this Agreement and shall provide housing, care, and custody of those Walla Walla County Inmates in the same manner as it provides housing, care, and custody to its own inmates.

Yakima County shall manage, maintain, and operate its corrections facilities in compliance with all applicable federal, state, and local laws and regulations.

4. Right to Refuse or Return Inmate. To the greatest extent permitted by law, Yakima County shall have the right to refuse to accept a Walla Walla County Inmate or to return a Walla Walla County Inmate to Walla Walla County, if the Inmate has a current illness or injury that is listed in **Attachment A - Medical Acceptability**. Yakima County shall provide notice to Walla Walla County at least one business day prior to transport.

5. Inmate Transport. County Transported: Yakima County shall transport Inmates to and from Yakima County's corrections facilities except when weather or other conditions beyond

Yakima County's control prevent transport. **Inmate transport dates will be determined by the amount of inmates Walla Walla County has housed with Yakima County.**

Yakima County will pick up and drop off Inmates at a mutually agreed upon destination. In the event Walla Walla County wishes Yakima County to pick up and/or drop off a Walla Walla County Inmate at another detention or correction facility, Walla Walla County shall notify Yakima County of the location of the Inmate for pick up and/or drop off.

Walla Walla County shall provide a written inmate transport list to Yakima County the business day prior to transport. At the time of scheduling transport, if possible, but no later than transport pickup, Walla Walla County shall provide to Yakima County the warrant or court order detaining or committing the Inmate, as well as any order that specifies the Inmate's next court date or sentence to confinement.

Walla Walla County shall provide a complete copy of each Inmate's records in its possession to Yakima County prior to transferring custody of the Inmate to Yakima County. Yakima County will not assume custody of any inmate without a warrant or court order that commits the Inmate to confinement.

County Transported: Walla Walla County will provide Yakima County a written transport list to Yakima County the business day prior to delivery. At the time of delivery, Walla Walla County shall provide Yakima County the warrant or court order detaining or committing the inmate as well as any order that specifies the Inmate's next court date or sentence to confinement.

Walla Walla County shall provide a complete copy of each Inmate's records in its possession to Yakima County prior to transferring custody of the Inmate to Yakima County. Yakima County will not assume custody of any inmate without a warrant or court order that commits the Inmate to confinement.

6. Inmate Records. Walla Walla County shall provide all medical records in its possession to Yakima County's transport officers prior to the Inmate's departure from Walla Walla County's detention or designated detention facility. In the event the Inmate is transported by Walla Walla County, Walla Walla County shall provide all medical records in its possession to Yakima County's booking officer. In the event additional information is requested by Yakima County regarding a particular Inmate, Yakima County and Walla Walla County will mutually cooperate to provide the additional information needed.

7. Inmate Property. Yakima County shall accept and transport Inmate property in accordance with **Attachment B – Property** and shall be responsible only for inmate property actually delivered into County possession. Yakima County shall hold and handle each Inmate's personal property in the same manner it holds and handles property of other County inmates. In the event a Walla Walla County Inmate is being transported from a Walla Walla County designated detention or correction facility, it will be the responsibility of Walla Walla County to dispose of the Inmate's property not delivered and accepted into County possession. When returning Inmates to Walla Walla County, Yakima County shall transport Inmate property according to the provisions of Attachment B – Property, and it shall be the responsibility of Yakima County to dispose of any of the Inmate's property not transported with the Inmate.

8. Booking. Inmates shall be booked pursuant to Yakima County's booking policies and procedures. Inmates transported by Walla Walla County that are not acceptable at booking, will be the responsibility of Walla Walla County to transport back to Walla Walla County.

Pursuant to RCW 70.48.130, and as part of the booking procedure, the Department of Corrections shall obtain general information concerning the Inmate's ability to pay for medical care, including insurance or other medical benefits or resources to which a Walla Walla County Inmate is entitled. The information is to be used for third party billing.

Yakima County and Walla Walla County will attempt to develop a process at Walla Walla County detention facilities for pre-booking Inmates who are being transferred to the custody of Yakima County.

9. Classification. Inmates shall be classified pursuant to Yakima County's classification policies and procedures, and within the sole discretion and judgment of Yakima County. Walla Walla County shall provide information identified in **Attachment C – Classification**, of this Agreement.

10. Housing. Inmates shall be assigned to housing pursuant to Yakima County's policies and procedures, and within the sole discretion and judgment of Yakima County. Provided however, that generally, if a Walla Walla County Inmate's classification qualifies him/her to be housed in the Yakima County Corrections Center, and there is a bed available at the Yakima County Corrections Center, the Inmate shall be housed in the Yakima County Corrections Center. Exceptions to this general provision include circumstances such as: 1) No women are housed at the Yakima County Corrections Center; 2) Inmates assigned to certain work crews must be housed in the Main Jail or Annex; 3) Certain programs are available only to Inmates housed in the Main Jail or Annex; 4) Inmates who will be housed for less than one week will usually be housed in the Main Jail or Annex.

11. Inmate Work Programs. Yakima County may assign Inmates to work programs such as inside and outside work crews, kitchen and facility duties, and other appropriate duties.

12. Health Care. Yakima County shall provide in-facility medical care commonly associated with county corrections operations as guided by American Correctional Association or National Commission on Correctional Health Care standards.

Inmates shall be responsible for co-payment for health services according to County policy. Walla Walla County shall not be responsible to Yakima County for Inmate co-payments. No Inmate shall be denied necessary health care because of an inability to pay for health services.

Yakima County shall notify Walla Walla County's designee(s) via e-mail or fax if a Walla Walla County Inmate requires medical or dental treatment at an outside medical or health care facility. Walla Walla County shall be responsible to promptly notify Yakima County of any changes in its designee(s).

Walla Walla County shall pay for all medical, mental health, dental or any other medical services that are required to care for Walla Walla County's Inmates outside YCDOC facilities. Except, Yakima County shall bear the expense of any such medical care necessitated by improper conduct of Yakima County, or of its officers or agents.

Yakima County shall notify Walla Walla County as soon as reasonably possible before the Inmate receives medical and/or dental treatment outside of YCDOC facilities. Walla Walla County acknowledges that such notice may not be reasonably possible prior to emergency care. Lack of prior notice shall not excuse Walla Walla County from financial responsibility for related medical expenses and shall not be a basis for imposing financial responsibility for related medical expenses on Yakima County.

Outside medical expenses for Inmates housed for more than one jurisdiction shall be divided equally among those jurisdictions.

13. Inmate Discipline. Yakima County shall discipline Inmates according to the same policies and procedures under which other County inmates are disciplined. However, nothing contained herein shall be construed to authorize the imposition of a type of discipline that would not be imposed on a comparable County inmate, up to and including the removal of earned early release credits as approved by Walla Walla County.

14. Removal from County Facilities. Except for work programs or health care, and during emergencies, Inmates shall not be removed from County facilities without written authorization from Walla Walla County or by the order of any court having jurisdiction. Other jurisdictions may "borrow" a Walla Walla County Inmate only according to the provisions of **Attachment D – Borrowing**. In the event of the Inmate's emergency removal, Yakima County shall notify Walla Walla County by email or fax as soon as reasonably possible. No early release or alternative to incarceration, including furloughs, home detention, or work release shall be granted to any Inmate without written authorization by the committing court.

15. Visitation. Yakima County shall provide scheduled visitation for attorneys, spouses, family and friends of Inmates. Such visitation may be accomplished as provided in Section 24 of this Agreement.

16. Inmate-Attorney Communication. Confidential telephones or visitation rooms shall be made available by Yakima County to inmates to communicate with their attorneys.

17. Inmate Accounts. Yakima County shall establish and maintain an account for each Inmate. Yakima County shall ensure family members and others have a reasonable process to add funds to a Walla Walla County Inmate's account,

Upon returning custody of a Walla Walla County Inmate to Walla Walla County, Yakima County shall transfer the balance of that Inmate's account that is not subject to charges, to the Inmate or to Walla Walla County in the form of a check or a debit card in the name of the Inmate.

In the event Yakima County contracts with a company/business that furnishes technology for wireless inmate account crediting (such as Keefe or JPAY) Walla Walla County may allow Yakima County (or County's contracted representative) to install the equipment necessary for use of the system. Walla Walla County shall not be financially responsible for any aspect of the system, including but not limited to installation or maintenance costs. Walla Walla County shall not receive any compensation or profits for such a system.

18. Detainers. Inmates in a "Detainer" status shall be handled according to **Attachment E – Detainers**.

19. Releases. Walla Walla County shall be responsible for computing and tracking all sentence time calculations, good time, court dates and release dates. Inmates will be released in accordance with **Attachment F – Inmate Release**.

Yakima County shall not transfer custody of a Walla Walla County Inmate housed pursuant to this Agreement to any party other than Walla Walla County, except as provided in this Agreement or as directed by Walla Walla County.

20. Escape. If a Walla Walla County Inmate escapes County custody, Yakima County shall notify Walla Walla County as soon as reasonably possible. Yakima County shall use all

reasonable efforts to pursue and regain custody of any escaped Walla Walla County Inmates and shall assume all costs connected with the recapture of Walla Walla County Inmate.

21. Death. If a Walla Walla County Inmate dies in County custody, Yakima County shall notify Walla Walla County as soon as reasonably possible. The Yakima County Coroner shall assume custody of the Walla Walla County Inmate's body. Unless another agency becomes responsible for investigation, YCDOC shall investigate and shall provide Walla Walla County with a report of its investigation. Walla Walla County may participate in the investigation. If another agency becomes responsible for investigation, YCDOC shall act as liaison or otherwise facilitate Walla Walla County's communication with and receipt of reports from the other agency.

Walla Walla County shall provide Yakima County with written instructions regarding the disposition of Walla Walla County Inmate's body. Walla Walla County shall pay for all reasonable expenses for the preparation and shipment of the body. Walla Walla County may request in writing that Yakima County arrange for burial and all matters related or incidental thereto and Walla Walla County shall be responsible for all costs associated with this request. Except, Yakima County shall bear such expenses necessitated by improper conduct of County, or its officers or agents.

22. Reporting Requirements. Ordinarily on business days, Yakima County will deliver the following reports to Walla Walla County:

Housing Report – a report detailing which Walla Walla County inmates are housed at the Yakima County Corrections Center.

Custody Report – a report of total inmate populations confined at all YCDOC facilities. It includes current and historical safety and population data.

Special Housing Report – Identifies Walla Walla County inmates who are in special housing assignments.

23. Walla Walla County's Right of Inspection. Walla Walla County shall have the right, upon reasonable advance notice, to inspect County correction facilities where Walla Walla County Inmates are housed at reasonable times. During such inspections, Walla Walla County may interview its Inmates and review its Inmates' records. Walla Walla County shall have no right to interview inmates housed for other jurisdictions or to review their medical records unless it is properly authorized to do so by the inmate or the other jurisdiction.

24. Technology. Yakima County and Walla Walla County may each permit the other continuous access to its computer database regarding all Walla Walla County Inmates housed by Yakima County. This continuous access feature may be accomplished through a computer link between a computer(s) designated by Walla Walla County and appropriate computer(s) of Yakima County.

By separate mutual agreement, Yakima County and Walla Walla County may provide video conference capabilities for personal visiting, professional visiting, pre-trial conferences, arraignments and other court and conferencing needs.

Bed Rate. In consideration of Yakima County's commitment to house Walla Walla County Inmates, Walla Walla County shall pay Yakima County based on the below rate structure:

YAKIMA COUNTY
INMATE HOUSING AGREEMENT 2022 RATES
Detention/Correction Rates:
Daily Housing:

In consideration of Yakima County's commitment to house Inmates, the City/County shall pay the County a base rate of \$87.55 per day per inmate.

Intensive Management Inmates (IMI) who have serious medical, mental health or behavioral conditions and require special housing or treatment, as determined by the County will be housed at a rate of \$118.45.

Set Bed Agreement:

Due to a limited amount of space, should your agency wish to guarantee a certain number of beds, a set bed agreement can be initiated.

The Bed Rate includes all in-facility medical, dental (if available), and mental health services. In the event an inmate requires out of facility medical, dental, or mental health services, Walla Walla County shall be responsible for the cost of the services.

Yakima County shall not charge a booking fee in connection with housing Walla Walla County's Inmates.

Walla Walla County may purchase additional beds, as available, at the then existing bed rate; however, Yakima County shall have the right to refuse to accept custody of or house inmates in excess of Walla Walla County's minimum bed commitment.

The Daily Fee for inmates housed for more than one jurisdiction shall be divided equally among those jurisdictions.

This daily rate is established for 2022. Yakima County reserves the right to increase the daily rate with the understanding that they will provide Walla Walla County ninety (90) days written notification prior to said increase.

25. Billing and Payment. Yakima County shall provide Walla Walla County with monthly statements itemizing the name of each Walla Walla County Inmate, the number of days of housing, including the date and time booked into Yakima County and date and time released from Yakima County and itemization of any additional charges including a description of the service provided, date provided and reason for service.

Yakima County shall provide said statement for each month on or about the 10th day of the following month. Payment shall be due to Yakima County within (30) days from the billing date. Yakima County may bill Walla Walla County electronically. Payments not received by the 30th day shall bear interest at the rate of 1% per month until payment is received.

The Daily Fee for Walla Walla County Inmates housed for more than one jurisdiction shall be divided equally among those jurisdictions.

26. Duration of Agreement. This agreement will renew annually for up to five (5) years (December 31, 2026) unless there is written notification from one party to the other that they wish to terminate the contract at the end of the current calendar year. Such notification will be sent to the receiving party no later than October 1st of the current year.

27. Independent Contractor. In providing services under this Agreement, Yakima County is an independent contractor and neither it nor its officers, nor its agents nor its employees are employees of Walla Walla County for any purpose, including responsibility for any federal or state tax, industrial insurance, or Social Security liability. Neither shall the provision of services under this Agreement give rise to any claim of career service or civil service rights, which may accrue to an employee of Walla Walla County under any applicable law, rule or regulation. Nothing in this Agreement is intended to create an interest in or give a benefit to third persons not signing as a party to this Agreement.

28. Hold Harmless, Defense, and Indemnification, Yakima County shall hold harmless, defend, and indemnify Walla Walla County, its elected officials, officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (also including but not limited to claims related to false arrest or detention, alleged mistreatment, injury, or death of any Walla Walla County Inmate, or loss or damage to Walla Walla County Inmate property while in County custody) that result from or arise out of the acts or omissions of County, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of Yakima County's services, duties, and obligations under this Agreement.

Walla Walla County shall hold harmless, defend, and indemnify Yakima County, its elected officials, officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (also including but not limited to claims related to false arrest or detention, alleged mistreatment, injury, or death of any Walla Walla County Inmate, or loss or damage to Walla Walla County Inmate property while in County custody) that result from or arise out of the acts or omissions of Walla Walla County, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of Walla Walla County's services, duties, and obligations under this Agreement.

In the event the acts or omissions of the officials, officers, agents, and/or employees of both Walla Walla County and Yakima County in connection with or incidental to the performance or non-performance of Walla Walla County's and/or Yakima County's services, duties, and obligations under this Agreement are the subject of any liability claims by a third party, Walla Walla County and Yakima County shall each be liable for its proportionate share of fault in any resulting suits, actions, claims, liability, damages, judgments, costs and expenses and for their own attorney's fees.

Nothing contained in this Section, or this Agreement shall be construed to create a right in any third party to indemnification or defense.

Yakima County and Walla Walla County hereby waive, as to each other only, their immunity from suit under industrial insurance, Title 51 RCW. This waiver of immunity was mutually negotiated by the parties hereto.

The provisions of this section shall survive any termination or expiration of this Agreement.

29. Insurance. Yakima County and Walla Walla County shall provide each other with evidence of insurance coverage, in the form of a certificate or other competent evidence from an insurance provider, insurance pool, or of self-insurance sufficient to satisfy the obligations set forth in this Agreement.

Yakima County and Walla Walla County shall each maintain throughout the term of this Agreement coverage in minimum liability limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate for its liability exposures, including comprehensive general liability, errors and omissions, auto liability and police professional liability. The insurance policy shall provide coverage on an occurrence basis.

30. Termination.

A. Mutual Agreement: This Agreement may be terminated by mutual written consent between Yakima County and Walla Walla County with ninety (90) days written notice to the other party and to the State Office of Financial Management as required by RCW 70.48.090 stating the grounds for said termination and specifying plans for accommodating the affected Walla Walla County Inmates.

B. Imperiling Conditions: Walla Walla County shall have the right to terminate this Agreement where: 1) conditions and/or circumstances at Yakima's facilities present an imminent risk of serious injury or death to Walla Walla County's Inmates [Imperiling Conditions]; 2) Walla Walla County has sent Yakima County written notice by certified mail, return receipt requested describing with reasonable specificity the Imperiling Conditions; and 3) Yakima County has failed to cure the Imperiling Conditions within a reasonable period of time, which, unless the parties agree in writing to a longer period, shall be no more than 30 days after Yakima County receives Walla Walla County's notice. Termination under this provision shall be effective if and when: 1) after at least 30 days, Yakima County has not cured the Imperiling Condition(s); and 2) Walla Walla County has removed its Inmates; and 3) Walla Walla County has given Yakima County formal written notice of final termination under this provision. After Termination under this provision Walla Walla County shall have no further financial obligations under this Agreement.

C. Material Breach: Either party shall have the right to terminate this Agreement if: 1) the other party is in material breach of any term of this Agreement; 2) the terminating party has sent the breaching party written notice of its intent to terminate this Agreement under this section by certified mail, return receipt requested describing with reasonable specificity the basis for the termination; and 3) the breaching party has failed to cure the breach within ninety (90) days, unless the parties agree in writing to a longer cure period. Termination shall be effective upon, and Walla Walla County shall have no further financial obligations under this Agreement from the date of removal of its Inmates from the Yakima Facility or County's receipt of final notice that Walla Walla County is terminating the Agreement after the expiration of the cure period, whichever occurs last.

31. Real or Personal Property. It is not anticipated that any real or personal property will be acquired or purchased by the parties solely because of this Agreement.

32. Equal Opportunity. Neither party shall discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, age, marital status, political affiliation or belief or the presence of any sensory, mental or physical handicap in violation of any applicable federal law, Washington State Law Against Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 USC 12110 et seq.). In the event of the violation of this provision, the other party may terminate this Agreement immediately.

33. Assignment. This Agreement, or any interest herein, or claim hereunder, shall not be assigned, or transferred in whole or in part by Yakima County to any other person or entity

without the prior written consent of Walla Walla County. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of Yakima County stated herein.

34. Non-Waiver. The failure of either party to insist upon strict performance of any provision of this Agreement or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this Agreement.

35. Severability. If any portion of this Agreement is changed per mutual Agreement or any portion is held invalid, the remainder of the Agreement shall remain in full force and effect.

36. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Any actions, suit, or judicial or administrative proceeding for the enforcement of this Agreement shall be brought and tried in the Federal or Superior Court for the State of Washington.

37. Approval and Filing. Each party shall approve this Agreement by resolution, ordinance or otherwise pursuant to the laws of the governing body of each party. The attested signatures of the Walla Walla County Commissioners and the Yakima County Commissioners below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed with the Yakima County Auditor's Office pursuant to RCW 39.34.040.

38. General Provisions. Unless otherwise agreed in writing executed by both parties, on and after January 1, 2018, and so long as this Agreement remains in effect, this document constitutes the entire Agreement between Walla Walla County and Yakima County under which Yakima County houses Walla Walla County Inmates, and no other oral or written agreements between the parties shall affect this Agreement.

No changes or additions to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and executed by both parties.

Yakima County shall not delegate its duties pertaining to housing Walla Walla County Inmates without the written consent of Walla Walla County, which consent shall not be withheld unreasonably.

Any provision of this Agreement that is declared invalid or illegal shall in no way affect or invalidate any other provision.

In the event Yakima County or Walla Walla County defaults on the performance of any terms of this Agreement and files a lawsuit, the prevailing party shall be entitled to an award of its reasonable attorney fees, costs and expenses.

This Agreement may be executed in any number of counterparts.

39. Notices. Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties to their addresses as follows:

TO WALLA WALLA COUNTY:	Norris Gregoire, Director of Corrections
	Walla Walla County Corrections
	300 West Alder Street
	Walla Walla, WA 99362

TO YAKIMA COUNTY: Jeremy Welch, Director
Yakima County Department of Corrections
111 North Front Street
Yakima, WA 98901

Alternatively, to such other addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand - delivered. Such notices shall be deemed effective when mailed or hand-delivered at the addresses specified above.

<p>Attest:</p> <p>By: _____ Diane L. Harris, Clerk of the Board</p>	<p>WALLA WALLA COUNTY BOARD OF COMMISSIONERS</p> <p>_____ Todd L. Kimball, Chairman</p> <p>_____ Jennifer R. Mayberry, Commissioner</p> <p>_____ Gregory A. Tompkins, Commissioner</p> <p>Approved as to form:</p> <p>By: _____ Jesse D. Nolte, Deputy Prosecuting Attorney</p>
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ATTACHMENT A
MEDICAL ACCEPTABILITY

Yakima County shall determine the medical and mental acceptability of inmates for transport using the following excluding criteria:

1. Blood or fluid present at an open wound site or bleeding from an open wound.
2. Signs of untreated broken bones or dislocated joints.
3. Any injury or illness requiring immediate or emergency medical treatment.
4. Unconsciousness.
5. Inmates unable to stand and walk under their own power.
6. Wheelchair bound individuals.
7. Signs of alcohol toxicity and signs of current or recent use of any intoxicants.
8. Signs of alcohol and/or drug withdrawal.
9. Bed bound individuals.
10. Individuals with attached IV or requiring IV medications.
11. Individuals requiring the use of oxygen tanks.
12. AMA (Against Medical Advice) from the hospital.
13. Individuals having had major invasive surgery within the last 72 hours. Non-invasive surgery such as oral surgery, laser-eye surgery and minor surgery may be evaluated on a case by case basis.
14. Post-operative persons who have follow up appointments within the next four weeks.
15. Wounds with drainage tubes attached.
16. Persons with permanent catheters.
17. Open and/or oozing bedsores.
18. Individuals requiring nebulizers who cannot obtain one.
19. Persons with Alzheimer's, dementia, or other psychological conditions to the point where the inmate cannot perform activities of daily living ("ADL's") or who do not have the capacity to function safely within a correctional environment.
20. Persons who are diagnosed as developmentally delayed and who do not have the capacity to function safely within a correctional environment or who cannot perform ADL's.
21. Female inmates more than 5 months pregnant. Or any female inmate considered a high-risk pregnancy.
22. Persons undergoing chemotherapy and/or radiation treatment.
23. Persons undergoing dialysis.

24. Persons with the following untreated medical conditions:
 - a) Heart disease
 - b) Seizures disorders
 - c) Insulin dependent diabetes
 - d) Cancer
 - e) Asthma
 - f) Psychosis
 - g) HIV Positive or AIDS
25. Persons who are HIV positive or have AIDS and are taking anti-viral medications.
26. Persons taking Methadone, or Suboxone, a substitute for Methadone.
27. Persons with suicidal ideations or gestures within the past 72 hours.
28. Person, if prescribed, have not taken psychotropic medications for at least 72 hours.
29. Persons who have attempted suicide within the last 30 days.
30. Persons who have attempted suicide by overdose or ligature strangulation during current incarceration.
31. Persons displaying a current psychotic episode.
32. Persons requiring CPAP machines as prescribed must be transported with the machine.

ATTACHMENT B

PROPERTY

County transport personnel will only accept Inmate property as follows:

1. The property shall be sealed in a single property bag no larger than a common paper grocery bag.
2. Money, valuables, and medications shall be placed in a clear envelope and sealed within the Inmate's property bag.
3. Checks and documents (court, warrants, etc.) shall be attached to the outside of the property bag.
4. The transporting officer shall account for the property bag and funds being transported. Yakima County Department of Corrections transport personnel will not accept or transport the following:
 - a) Backpacks, suitcases, etc.
 - b) Unpackaged food products or food products in packaging that has been opened.
 - c) Any type of weapon (includes pocketknives).
 - d) Liquids.
 - e) Any items that will not fit into the property bag.
 - f) Material deemed to be contraband.

Yakima County will limit property returned with the Inmate to Walla Walla County according to these criteria.

ATTACHMENT C
CLASSIFICATION

Walla Walla County shall supply Yakima County with the following Classification related information, if it known to or in possession of Walla Walla County:

1. If Walla Walla County Inmate has been classified to a special housing unit and/or if Walla Walla County Inmate has been classified as protective custody.
2. If Walla Walla County Inmate is a violent offender or has displayed violent behavior during present or past incarcerations.
3. If Walla Walla County Inmate is an escape risk.

ATTACHMENT D

BORROWING

One contracting County may "borrow" another contracting County's inmate as follows:

1. If a County requests the transport of another contracting County's Inmate from Yakima County the requesting County must notify each agency with rights to custody of the Inmate, and if each agency with rights to custody of the Inmate notifies Yakima County in writing (e-mail) of its approval, Yakima County shall provide the requested transport. Yakima County will complete a custody transfer form that lists all outstanding detainers. The custody transfer paperwork will accompany the inmate.
2. Once custody of Walla Walla County Inmate has been transferred to another agency, it is the responsibility of the requesting County to determine whether Walla Walla County Inmate shall be returned to the custody of Yakima County, and if so, the requesting County shall make all necessary and proper arrangements with Yakima County and any agency with rights to custody of the Inmate, for the Inmate's return according to the terms of this agreement.
3. Yakima County will not track Walla Walla County Inmate once he or she has left Yakima County's facility as a "borrowed" inmate.
4. If the Inmate is returned to the custody of Yakima County, the requesting Walla Walla County shall provide Yakima County with sentencing/charge information. Walla Walla County shall supply all pre-sentence, and post-sentence paperwork from agreeing agencies that authorized the borrowing of the Inmate. This will aid Yakima County in determining split billing and release dates.
5. If the agency requesting to borrow a Walla Walla County Inmate is not the "Contracting Agency," the requesting agency will be responsible to make all transport arrangements including all legal paperwork for the transport with Walla Walla County of jurisdiction.
6. Yakima County will transport Walla Walla County Inmate only to a County that also contracts with Yakima County for Inmate housing.
7. Inmates transported by Walla Walla County, cannot be borrowed out of YCDOC.

ATTACHMENT E

This attachment only applies to Inmates transported by the YCDOC.

WARRANTS/OTHER COURT ORDERS/DETAINERS

1. The following shall apply to Walla Walla County Inmates who are subject to warrants from other jurisdictions or to other court orders for confinement or detainers. When receiving a Walla Walla County Inmate, the Transport Officers shall review all paperwork provided by Walla Walla County for all grounds to hold the Inmate and ensure that this information is entered into Yakima County's JMS and is routed to the Out of County Transport Section Office Specialist.
2. Prior to releasing a Walla Walla County Inmate, Yakima County shall check the NCIC and WACIC systems to determine if the Inmate is subject to any valid warrants or other detainers.
 - a) If the Inmate is subject to a warrant that is limited to King County, YCDOC will, upon receiving written permission (e mail) from Walla Walla County, transport the Inmate to the custodial agency for the jurisdiction that issued the warrant. However, Yakima County will not assume responsibility to serve any such warrants.
 - b) If Walla Walla County Inmate is subject to a warrant from a western Washington jurisdiction outside King County, YCDOC will release the Inmate at the location determined by written (e mail) agreement of the YCDOC and Walla Walla County under Section 5 of this Agreement.
 - c) If Walla Walla County Inmate is subject to a warrant from an eastern Washington jurisdiction, YCDOC will send the Inmate to the custodial agency for that jurisdiction on the Mini-Chain.
 - d) If, upon return from YCDOC to Walla Walla County, the Inmate is subject to a warrant that provides for statewide extradition, YCDOC will either transport the Inmate to the detention/correction facility in King County designated by the agency/jurisdiction that issued the warrant if it is in King County or will send the Inmate to the agency/jurisdiction that issued the warrant on the Mini-Chain.
3. Walla Walla County Inmates who have or are subject to Immigration and Custom Enforcement (ICE) detainers shall be returned to Walla Walla County, unless Yakima County and Walla Walla County agree in writing (email) to some other course of action.

ATTACHMENT F

INMATE RELEASE

County transport personnel will release Walla Walla County Inmates as follows:

1. Inside a staffed correction or detention facility (jail).
2. Inside a staffed police agency (sally port or other secured area).
3. Outside of a Law Enforcement Agency when agency personnel, telephone access, and weather protection (lobby areas) are available to the released Inmate.
4. Yakima County does not transport on Mondays.
5. Walla Walla County Inmates for whom bail is posted, or who otherwise have a right to be released may, by signed written waiver, choose to remain in custody and return to Walla Walla County by the regularly scheduled transport, or to be released to a family member or friend, or to the streets of Yakima.
6. Inmates transported by Walla Walla County must be picked up at least 12-(twelve) hours prior to the inmate's scheduled release date and time. If the inmate is not picked up before the scheduled release time, the Inmate will be automatically scheduled to be transported, at Walla Walla County's cost to include the addition of transport fees for all days served, on the next available transport to Walla Walla County.