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**Intergovernmental Agreement for Use of the Walla Walla County Adult
Custody (Jail) Facilities – City of Walla Walla**

Auditor File Number(s) of document being assigned or released:

Grantor

1. **Walla Walla County Commissioners**
- 2.
- 3.

Additional names on page ____ of document.

Grantee

1. **The Public**
2. **City of Walla Walla**
- 3.

Additional names on page ____ of document.

Legal description (i.e.: lot and block or section township and range)

N/A

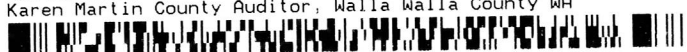
Additional legal is on page ____ of document.

Assessors Parcel Number

N/A

Additional parcel number is on page ____ of document.

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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, hereinafter referred to as "County," and the CITY OF WALLA WALLA, a Municipal Corporation of the State of Washington, hereinafter referred to as "City."

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: The City, desiring to utilize the Walla Walla County Adult Custody (hereinafter "Jail") Facilities and Services maintained by the County for the incarceration of City 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 City prisoners. It is the purpose of this agreement to provide for the joint use by the parties of the jail facilities and services that the jail, owned and operated by the County, and to supplant the previous agreements for the use of said jail facilities between the parties which was effective thru March 17, 2015.

2. DEFINITIONS:

a. "City Prisoner" shall mean a person housed in the County Jail when the basis for confinement is the violation of a City municipal code, or pursuant to a warrant, commitment or order of the Walla Walla County District Court applied for by the City or during or as a result of a City case, or following an arrest by a City police officer for any reason including violations of state law and City municipal codes. It excludes: a person confined by reason of a state felony indictment, information or complaint filed in court by the County Prosecuting Attorney; a person confined by reason of a federal indictment, information, complaint, warrant, commitment or order filed in a federal court; a person confined by reason of a warrant, commitment or order of a court other than the Walla Walla



County District Court applied for by the City or during or as a result of a City case; or a prisoner detained pursuant to a City "hold" for a City municipal code violation after said "hold" has been released. Costs of prisoners being held on charges from the City as well as charges from other jurisdictions will be split equally among all jurisdictions that have a current hold on the prisoner.

b. "Jail Costs" shall mean actual, annual total jail facility operation costs, maintenance and utility costs, as well as administrative costs associated with said operation and as outlined in Attachment A of this Agreement.

3. AVAILABILITY OF JAIL FACILITIES: The jail facilities and personnel shall be available for confinement of City prisoners held upon arrest, awaiting trial and serving sentences of jail terms. The jail facilities and personnel shall be available for the confinement of City prisoners in the same manner and to the same extent as they are available for the confinement of County prisoners.

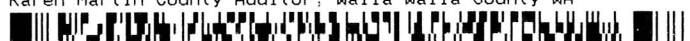
The County will provide housing for City prisoners on a space available basis. When the jail population exceeds the capacity authorized by federal, state or local regulation, the City shall be responsible for providing housing for said additional prisoners.

Nothing in this agreement precludes the City, at its own discretion and convenience, from housing sentenced City 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: 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 annual, 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 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.

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.

5. PAYMENT: The County shall bill the City 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 "prisoner hours" being billed and the charges therefore.

6. MEDICAL COSTS AND TREATMENT:

a. The County will provide medical services for all prisoners within the jail in accordance with the provisions of Chapter 289-20 WAC.

b. The City shall pay providers directly for all medical services for outside emergency or necessary health care for its prisoners in accordance with the provisions of RCW 70.48.130.

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

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

7. RECORDKEEPING: The County shall keep a detailed and accurate record of all operating and maintenance costs actually incurred in such a manner as will meet the requirements of the Washington State Auditor. Said record shall be made available for



review or audit by the City or its duly authorized representative upon request during regular County business hours.

8. TRANSPORTATION OF PRISONERS; NOTIFICATION OF RELEASE:

The City shall be responsible for initially delivering and for transporting all City prisoners to the Jail. Upon implementation of the usage of the closed circuit judicial television system, the County shall be responsible for presenting City prisoners in the appropriate forum via the in-house television system. This may require the presence of City staff. The County shall be responsible for transporting City prisoners for required medical or dental treatment or care or District Court appearances.

The City shall notify the jail of all City prisoners to be released.

9. POSTING OF BAIL: The County shall serve as agent for the City in receipt of bail bonds or monies posted for City prisoners. Such monies shall be transmitted to the District Court on a daily basis during court hours as received.

10. ACCESS TO PRISONERS: City police officers, law enforcement investigators, City 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 departments, including the Walla Walla County Sheriff's Office.

11. WORK RELEASE: In the event it is desired that a City prisoner participate in a jail work release program, City 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. CITY PRISONERS: City prisoners shall be released from the jail only:

- a. Upon the authorized, written request of the City police; or
- b. By order of the court having jurisdiction of a City 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. The City shall indemnify and hold harmless the County 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 the City, its officers, agents or employees, in the performance of this agreement or in arresting, detaining, charging, transporting, interrogating or otherwise dealing with persons either before or after presentation to and acceptance by the County for confinement in the jail.

In the event that any suit based upon such a claim, action, loss, cost, expense or damage is brought against the County, the City shall defend the County at its sole cost and expense; provided, that the County retains the right to participate in any such suit if any principle of governmental or public law is involved. If final judgment is entered against the County or its officers, agents, or employees, the City shall satisfy the same in full.

b. The County shall indemnify and hold harmless the City 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 the County, its officers, agents or employees in the performance of this agreement or in confining persons who have been presented by the City to and accepted by the County for confinement in the jail while said persons are in the jail or in the custody of the County outside the jail.

In the event any suit based on such a claim, action, loss, cost, expense or damage is brought against the City, the County shall defend the City at its sole cost and expense; provided that the City retains the right to participate in any such suit if any principle of governmental or public law is involved. If final judgment is entered against the City or its officers, agents or employees, the County shall satisfy the same in full.



c. 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.

d. 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 the City, 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 the City 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 the City 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.

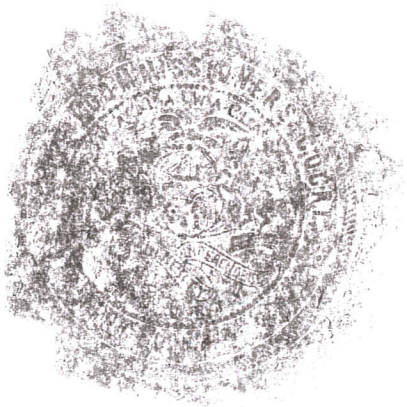
16. REMEDIES: No waiver of any right under this agreement shall be effective unless made in writing by the authorized representative of the party to be bound thereby. Failure to insist upon full performance on any occasion shall not constitute consent to or waiver of any continuation of nonperformance 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 January 1, 2015, 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, which notice shall set forth the basis for termination and specific plans for accommodating the affected jail population.

IN WITNESS WHEREOF, the parties hereto have executed this agreement this 28th day of September, 2015.



COUNTY OF WALLA WALLA

By Bruce L. Dugan
Commissioner

By James R. Dugan
Commissioner

By John L. Dugan
Commissioner

Attest:

Winnie R. Vinti
Clerk, Board of County Commissioners



Approved as to Form this 25th day of September, 2015

Jesse Nelli deputy
Walla Walla County Prosecuting Attorney

Approved as to Content:

[Signature]
Walla Walla County Corrections Department Director (interim)

CITY OF WALLA WALLA

By [Signature]
City Manager

Attest:

[Signature]
City Clerk

Approved as to Form this 23rd day of Sept., 2015

[Signature]
Walla Walla City Attorney



Walla Walla County Corrections Department

July 2013 - June 2014 Expenditures (Sheriff's office expenditures historically)

Description	Current Expense Fund	Facilities Maintenance Dept	Total
Salaries	1,136,148.23		\$ 1,136,148.23
Benefits	468,706.96		\$ 468,706.96
Uniform & Clothing	4,660.15		\$ 4,660.15
Office & Operating Supplies	208,066.30		\$ 208,066.30
Small tools & Equipment	11,533.21		\$ 11,533.21
Professional Services	27,998.69		\$ 27,998.69
Inmate Medical	77,817.98		\$ 77,817.98
Communications	4,209.02		\$ 4,209.02
Advertising	-		\$ -
Travel	719.80		\$ 719.80
Equipment Repair & Maintenance	12,665.92		\$ 12,665.92
Miscellaneous	92.94		\$ 92.94
ER & R	14,989.81		\$ 14,989.81
Utilities		64,159.45	\$ 64,159.45
Jail Facility Repairs		36,822.84	\$ 36,822.84
Totals	\$ 1,967,609.01	\$ 100,982.29	\$ 2,068,591.30
Total Expenditures			\$ 2,068,591.30

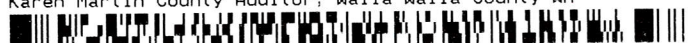
Off Setting Revenue	
Description	Amount
INS / SCAAP Allocation	11,262.00
Electronic Home Monitoring	2,990.00
Out of County Commitments	134.38
Restitution	742.24
Inmate Stamp Reimbursement	-
Inmate Medication Reimbursement	3,503.85
Social Security Reimbursement	6,400.00
Medical Reimbursements	27,908.11
Total off setting revenue	\$ 52,940.58

Total Indirects	155,670.95
Sub Total Cost to operate the Jail	\$ 2,224,262.25
Capital Expend. Pro-rate (3%)	\$ 66,727.87
Total off setting revenue	(52,940.58)
	\$ 2,238,049.54
2013/2014 Prisoner Days	28,691
2013/2014 Actual Hourly Rate	\$ 3.25
June 2014 Seattle CPI-U	2.00%
2015 Billable Rate	\$ 3.32

Indirect Cost Calculation	
Description	Amount
Jail Staff Salaries & Benefits	1,604,855.19
County Indirect Rate in Interlocal Agreement	9.70%
Total Indirects	\$ 155,670.95

This document serves as the 2015 billing calculation as well as attachment A example to the contract document.

Other Revenue (not included in calculation)	
Description	Amount
City of Walla Walla	183,009.53
City of College Place	55,347.27
Columbia County	7,516.55
Washington State DOC	116,588.40
Other Revenue	\$ 362,461.75



<u>Terms</u>	<u>Definitions</u>
Salaries	All Staff
Benefits	All Staff
Uniform & Clothing	
Office & Operating Supplies	Includes all consumable supplies including food, cleaning supplies, prescriptions, etc...
Small tools & Equipment	Items with an estimated life expectancy of 3 years and value of \$100 to \$1,000
Professional Services	Medical & dental services, software maintenance costs,
Communications	Land line and cell phones
Travel	Meal and lodging per diem for travel
Advertising	Applicant advertising costs
Equipment Repairs & Maintenance	Repairs that are non-structure related
Miscellaneous	Registration, Tuition, cleaning
ER & R	Fleet rental
Utilities	Power, Utilities, etc.
Jail Facility Repairs	Structural related repairs & maintenance less than \$25,000
Capital Upgrade Expenditures	Projects over \$25,000. Set at a capped % per year and actual annual costs are not included in the calculation
Indirect Rate	Director of Corrections time (supervises adult corrections and JJC), Juvenile Justice Center staff time, Property & Liability Insurance, Public Records services, HR/Risk Management services and legal services

