

Attachment A

Agreement Between King County and Pierce County for the Provision of Emergency Jail Services

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THIS AGREEMENT is made and entered into under the City and County Jails Act (chapter 70.48 RCW) between Pierce County, and King County, a political subdivision of the State of Washington (hereinafter "King County").

RECITALS

WHEREAS: Effective control and housing of inmates during an emergency may depend upon the immediate use of all available correctional resources, including buildings, vacant cell space, transportation, equipment and personnel; and

WHEREAS: Both parties are desirous of having their respective correctional personnel, equipment and resources made available for the purpose of providing assistance in an emergency situation;

NOW, THEREFORE in consideration of the conditions, covenants and agreements contained herein and under the authority of RCW 70.48.090 the parties agree as follows:

1. GENERAL TERMS:

- (a) "Emergency" means an event or set of circumstances such as a fire, flood, explosion, storm, earthquake, epidemic, riot or insurrection which makes a party unable to safely operate a correctional facility.
- (b) In the event of an Emergency the authorized representative of the party needing assistance (requesting party) may call upon the authorized representative of the other party (responding party) for such assistance. The responding party will make a good-faith effort to provide vacant cell space, buildings, transportation, equipment or personnel available as requested, but such response will be at the discretion of the responding party. The responding party shall be under no legal obligation to provide assistance to the requesting party.
- (c) Depending on the circumstances the parties may decide that corrections officers from the requesting party may be needed to supervise the requesting party's inmates in the responding party's facility. If this is the case, then the parties will provide mutual emergency response for any emergencies called by any officer in the housing units in which the requesting party's inmates are held, and supervision by corrections officers from the requesting party will occur under the rules of the responding party's facility.
- (d) Any responding correctional staff acting pursuant to this Agreement has the full and complete authority as though appointed by the requesting authority.

- (e) The responding party may provide vehicles and drivers to transport the requesting party's inmates to other facilities. However, the requesting party must provide sufficient personnel to maintain security and control of the requesting party's inmates during transport. The responding party is not considered to have assumed custody of the requesting party's inmates until they are brought into the responding party's facility.
- (f) The requesting party shall be responsible for security and transport of its inmates to all their court proceedings. The parties shall attempt to coordinate staff and resources to achieve the most efficient mode of operation in this regard.
- (g) Services provided pursuant to this Agreement during the initial twenty-four hours of an Emergency shall be provided without charge to the requesting party. After the initial twenty-four hour period, the requesting party shall pay the responding party a daily rate for every calendar day, or portion thereof, that the requesting party's inmate is in custody in the responding party's facility. If the requesting party's inmates are under the supervision of the requesting party's corrections officers then the daily rate shall be \$35.00. If the requesting party's inmates are under the supervision of the responding party's corrections officers then the daily rate shall be \$75.00. The requesting party shall also pay for any off-site medical treatment provided to a requesting party inmate. There will be no adjustments to the charges detailed above.
- (h) The responding party will provide a detailed invoice to the requesting party for all amounts due under this Agreement. The requesting party shall reimburse the responding party for such undisputed costs within thirty days of receipt of the detailed invoice, as well as advise the responding party of any invoiced amounts in dispute.

2. MEDICAL TREATMENT:

- (a) Services Provided. If the responding party agrees to house the requesting party's inmates, the responding party will provide or arrange for them to receive such medical, psychiatric and dental services as may be necessary to safeguard their health while confined, in accordance with state and federal law and with the policies and procedures at the responding party's facility.
- (b) Off-Site Medical Treatment. In the event a requesting party's inmate needs emergency medical, dental or psychiatric treatment that is not available at responding party's facility, the responding party shall arrange medical transport to an appropriate local facility, and notify the requesting party, by telephone, within four hours after any such transfer. The determination of whether an inmate requires medical, dental or psychiatric services outside of responding party's facility shall be made by medical personnel assigned to the responding party. The requesting party will be responsible for assuming off-site facility guarding duties within four hours of such notice. Provided however, if the requesting party fails to assume such off-site guarding duties within the four hour notice period, then the responding party shall continue to provide off-site guarding duties until such time as the requesting party assumes off-site guarding duties.

(c) Records. The responding party shall keep record of all medical, psychiatric or dental services it provides to an inmate, and shall send a copy of the medical record via facsimile to the requesting party.

3. TRANSFER OF CUSTODY:

(a) Transfer Back to Requesting Party. Upon written request from the requesting party, the responding party shall transfer of custody back to the requesting party. In such case, the inmate will be transported by the requesting party. The responding party will not transfer custody of any inmate confined pursuant to this Agreement to any party other than back to the requesting party, except that the responding party may transfer custody of an inmate to a secure facility under a third party's control in the event of a catastrophe as provided in section 5(b).

(b) Responsibilities Upon Assumption of Custody. Upon transfer of custody it is the requesting party's duty to determine the amount, if any, of early release credits earned by each of its inmates.

(c) Release of Requesting Party's Inmates. The requesting party shall be responsible for determining the release date for the inmates held by the responding party under this Agreement. The requesting party shall communicate the release date of its inmates to the responding party as soon as possible. Written documentation shall be provided in the form of court orders, bail information, etc. On the date of release, the requesting party shall transport the inmate back to its facility for processing and release.

(d) Responsibilities Upon Return of Inmate to the Requesting Party. Upon return of custody to the requesting party, the responding party shall provide a completed custody transfer form, a copy or summary of each inmate's medical records held by the responding party for the current booking and any other documentation reasonably requested by the requesting party. If such additional information is requested by the requesting party regarding a particular inmate, the parties shall mutually cooperate to obtain such information. The responding party shall also provide all inmate funds and personal property of each inmate transferred from responding party to the requesting party.

4. RIGHT TO REFUSE/RETURN AN INMATE: In addition to the right to refuse to assist under Section 1(b), the responding party shall have the right to return or refuse to accept any of the requesting party's inmates under any one of the following additional circumstances.

(a) Pending Medical Needs. The responding party shall have the right to refuse to accept any requesting party inmate who appears, in the sole judgment of the responding party, to be in need of urgent medical, psychiatric or dental attention.

(b) Problematic Medical History or Behavior and New Medical Conditions. The responding party shall have the right to return or refuse to accept any requesting party's inmate that, in the sole judgment of the responding party, presents a risk of escape, presents a risk of injury to other persons or property, develops an illness or injury or behaves in any other manner that in the responding party's opinion may adversely affect or interfere with the efficient operations of the responding party.

(c) Litigation. The responding party shall have the right to return or refuse to accept any requesting party inmate that files a claim or lawsuit against the responding party.

5. REMOVAL FROM RESPONDING PARTY'S FACILITY -: Requesting party inmates may be removed from the responding party's facility for the following reason(s):

(a) Treatment Outside of Jail. In accordance with Section 2(b), any of the requesting party's inmates may be removed from the responding party's facility for medical, psychiatric or dental treatment or care not available within the responding party.

(b) Catastrophe. Any of the requesting party's inmates may be removed from the responding party's facility in the event of any catastrophic condition presenting, in the sole discretion of the responding party, an imminent danger to the safety of the inmate(s) or personnel of the responding party; provided however, such a removal shall not relieve the responding party of any of its obligations under this Agreement, including custody and control with respect to requesting party's inmates. Additionally the responding party will inform the requesting party, at the earliest practicable time, of the secured location of the requesting party's inmate(s) so removed from the responding party's facility.

6. INMATE RIGHTS, ACCOUNTS AND PROGRAMS:

(a) Early Release Credit and Discipline. With respect to the requesting party's inmates, the requesting party shall maintain recordkeeping to determine appropriate early release credit. The responding party will manage disciplinary issues and will administer sanctions as per the responding party's rules. No discipline prohibited by federal or state law will be permitted. Except as otherwise provided herein, the disciplinary policies and rules of the responding party will apply equally to inmates confined pursuant to this Agreement and to those otherwise confined.

(b) Inmate Accounts. The responding party shall establish and maintain an account for each inmate received from the requesting party and shall credit to such account all money received from an inmate or from the requesting party on behalf of an inmate. The responding party shall make disbursements from such accounts by debiting such accounts in accurate amounts for items purchased by the inmate for personal needs. Disbursements shall be made in limited amounts as are reasonably necessary for personal maintenance. At termination or expiration of this Agreement, an inmate's return to the requesting party, or escape of an inmate, the responding party shall submit a check to the requesting party in the name of each inmate eligible for reimbursement in order to transfer an inmate's money to an inmate account administered by the requesting party.

(c) Programs. The responding party is not obligated to provide the requesting party's inmates with educational, recreational and social service programs.

(d) Inability to Serve Time Outside of Facility. The requesting party's inmates will not be allowed to leave the jail for participation in correctional work crews, work release programs, home monitoring or any other program in which other inmates sometimes are allowed to leave the physical confines of the jail as part of serving their sentence.

(e) Facility Conditions. The responding party shall operate its correctional facility consistent with all applicable federal, state and local laws and provide the requesting party's inmates with conditions of confinement that at least meet those required by state and federal law, including, but not limited to, conditions related to diet, health care, clean clothing, exercise and outside recreation, visitation, use of force, access to legal materials, and religious practices.

7. ACCESS TO FACILITY AND INMATES:

(a) Access to Facility. The requesting party shall have the right to inspect, at mutually agreeable times, responding party facilities in order to confirm such facilities maintain standards acceptable to the requesting party and that its inmates are treated appropriately.

(b) Access to Inmates. The requesting party shall have the right to interview inmates from the requesting party at any reasonable time (8:00 A.M. to 10:00 P.M.) within the responding party's facility.

(c) Any professional visitors that regularly see their clients (attorney, chaplains, etc.) in the requesting party's facility will follow the responding party's protocol for visitation and professional visitor access list.

(d) Requesting party inmates shall have access for visiting.

8. ESCAPES AND DEATHS:

(a) Escapes. In the event of an escape by the requesting party's inmate from the responding party, the requesting party will be notified immediately. Notification shall be by telephone call to the requesting party's designated contact, and confirmed in writing as noted in Section 17 for Emergency Contact.

(b) Deaths. In the event of a death of the requesting party's inmate in the responding party's facility, the requesting party shall be notified immediately. Notification shall be by telephone call to the requesting party's designated contact, and confirmed in writing via facsimile as noted in Section 17 Emergency Contact. The responding party will immediately provide a copy of all records to the requesting party including correctional records and medical records. The responding party shall cooperate in inquest proceedings, if any. The responding party shall follow the written instructions of the requesting party regarding the disposition of the body.

9. RECORD KEEPING:

The responding party agrees to maintain a system of record keeping relative to the booking and confinement of each of the requesting party's inmates consistent with the record keeping by the responding party for all other inmates. The responding party shall make copies of said records available to the requesting party upon request.

10. DURATION:

This Agreement shall be effective upon execution by both parties and shall continue through December 31, 2015. The Agreement may be extended for three one year periods through the written agreement of the King County Executive and the Pierce County Executive. All other amendments to this Agreement shall require the same approval process as this agreement.

11. GOVERNING LAW/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 parties further agree that venue for any legal action undertaken by one of the parties regarding the terms of this Agreement shall be in King County Washington.

12. NON-DISCRIMINATION POLICY:

Both parties agree not to discriminate in the performance of this Agreement because 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.

13. 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 of a billing or continued performance after notice of a deficiency in performance constitutes acquiescence thereto.

14. TERMINATION:

This Agreement may be terminated without cause upon 90-days written notice from either party delivered by regular mail to the contact person at the address set forth herein and the Washington State Office of Financial Management. Such notice shall state the grounds for termination, if any, and the specific plans for accommodating the affected jail population.

15. DEFENSE AND INDEMNITY AGREEMENT:

(a) Each party agrees to defend, indemnify and save harmless the other party, its appointed and elective officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the indemnified party, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting there from, sustained by any

person or persons and on account of damage to property including loss of use thereof, due to the negligence of the indemnifying party, its subcontractors, its successor or assigns, or its or their agent, servants, or employees.

(b) The foregoing indemnity is specifically and expressly intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance act, RCW Title 51, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

(c) The parties acknowledge and agree that if any claim, suit, action, liability, loss, costs, expenses and damages are caused by or result from their concurrent negligence, and/or the concurrent negligence of each party's respective agents, employees, and/or officers the preceding paragraph in Section 15(a) shall be valid and enforceable against each party only to the extent of that party's negligence and that of its respective agents, employees and/or officers.

16. NO THIRD PARTY BENEFICIARIES: There are no third party beneficiaries to this Agreement and this Agreement shall not impart any rights enforceable by any person or entity that is not a party hereto.

17. MAILING AND CONTACT INFORMATION:

(a) Each party's respective representative with the authority to commit correctional resources, including buildings, vacant cell space, transportation, equipment or personnel for emergency response, pursuant to Section 1(b) are:

King County: DAJD Director William Hayes
KCF-AD-0600
500 5th Ave.
Seattle, WA 98104-2332
Office: 206-477-2300
Cell: 206-423-3726
William.hayes@kingcounty.gov

Pierce County: Karen Daniels, Chief of Corrections
930 Tacoma Ave. S.
Tacoma, WA 98402
253-798-3101

(b) Any termination notice issued pursuant to Section 14 shall be made to the following:

King County: DAJD Director William Hayes
KCF-AD-0600
500 5th Ave.
Seattle, WA 98104-2332
Office: 206-477-2300
Cell: 206-423-3726
William.hayes@kingcounty.gov

Pierce County: Karen Daniels, Chief of Corrections
253-798-3101

(c) The parties agree that the telephonic notice required by Section 2(b), the emergency contact required by section 8, and the written request required by section 3(a) shall be made to the following:

King County: Captain's Office(s)

- Seattle
King County Correctional Facility
500 5th Ave.
Seattle, WA 98104-2332
206-477-5006

- Kent
Maleng Regional Justice Center
401 Fourth Ave. North
Kent, WA 98032
206-477-2820

Pierce County: Karen Daniels, Chief of Corrections
253.798.3101

The parties agree that telephonic notice may need to be given at any time of the day. Therefore, notice by telephone shall be deemed given if the number below is called regardless of whether there is an answer; provided that if there is no answer and an automated message system is in place, a voice message will be left.

18. DISPUTE RESOLUTION

The parties agree to use their best efforts to resolve disputes regarding this Agreement in an economic and time efficient manner to advance the purposes of this Agreement. In the event that a dispute arises, each party's representative identified in Section 17(a) shall convene a meeting in person or by telephone, within seven (7) days of the dispute arising, and work to resolve the dispute. Nothing in this Section 18 shall otherwise limit the parties' legal, equitable, or other rights or remedies.

19. MISCELLANEOUS:

In providing services to the requesting party, the responding party is an independent contractor and neither its officers, agents, nor employees are employees of the requesting party for any purpose including responsibility for any federal or state tax, industrial insurance or social security liability.

20 PRISON RAPE ELIMINATION ACT (PREA)

The parties agree they will each comply with the standards promulgated under PREA.

King County

Pierce County

King County Executive

Pierce County Executive

[Signature]
11/24/14
Date

Date

Budget and Finance

[Signature]
11/5/14
Date

Pierce County Sheriff

[Signature]
8-5-14
Date

Approved as to Form

Approved as to Form

King County
Deputy Prosecuting Attorney

Pierce County
Deputy Prosecuting Attorney

[Signature]
7/29/14

Date

Date

[Signature]
Approved as to Form
ONLY.