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Attachment A  
2004-247

## Interlocal Agreement Between King County and the Washington State Department of Corrections

THIS INTERLOCAL AGREEMENT (Agreement) is between King County, a Washington municipal corporation and legal subdivision of the State of Washington (County) and the Washington State Department of Corrections (Department).

This Agreement is made in accordance with the Interlocal Cooperation Act (RCW Chapter 39.34).

In consideration of the promises, payments, covenants and agreements contained in this Agreement, the parties agree as follows:

1. **Definitions:** Unless the context clearly shows another usage is intended, the following terms shall have these meanings in this Agreement:
  - 1.1 "Jail" means a County operated facility primarily designed, staffed, and used for the housing of adults charged or convicted of a criminal offense; for the punishment, correction, and rehabilitation of offenders charged or convicted of a criminal offense; or for confinement during a criminal investigation or for civil detention to enforce a court order. Upon the date of the execution of this Agreement, Jail includes the King County Correctional Facility and the detention facility at the Regional Justice Center, and any Community Corrections Facility and/or Program such as Work Release, Electronic Home Detention, Work Crews, Day Reporting, and Evening Reporting operated by the County directly or pursuant to contract.
  - 1.2 "Department Inmate" means a person booked into or housed in the Jail because the person has been arrested, caused to be arrested, or detained by the Department and that person is awaiting an administrative hearing process held by the Department, or has been sanctioned by an administrative hearing process held by the Department. However, a person who is also being held on a separate County felony charge and who would otherwise be the financial responsibility of the County, is not considered a Department Inmate. Also, when the County refuses to allow the Department to transport a person because of a misdemeanor hold, that person is no longer considered a Department Inmate.
  - 1.3 "County Inmate" means any inmate in Jail that is not a Department Inmate.
  - 1.4 "Day" means any portion of a calendar day; measured from the time such inmate is first presented to and accepted by the Jail until the inmate is released.
  - 1.5 "Force Majeure" means war, civil unrest, and any natural event outside of the party's reasonable control, including fire, storm, flood, earthquake or other act of nature.
  - 1.6 "Extraordinary Medical Care" means specialty care, drugs, equipment, general anesthetic surgery, or nursing care, which are not commonly available through the Jail's infirmary and are not part of the treatment provided in the emergency room of a local hospital.

- 1.7 "Secure Capacity" means those beds that are physically available in the King County Correctional Facility and the detention facility at the Regional Justice Center. Due to the Integrated Security Project and other maintenance and construction activities, Secure Capacity will vary.

2. Jail and Health Services.

- 2.1 The Department shall complete the necessary County forms when placing Department Inmates into the Jail. Department Inmates may be rejected by the County for placement where pre-booking screening indicates injury, disease, or mental illness beyond the ability of the Jail to treat, or where the condition presents a danger of harm to the Department Inmate or County Inmates.
- 2.2 The County shall furnish to Department Inmates all jail medical, dental and other health care services required to be provided pursuant to federal or state law. Such care shall include the provision of reasonably necessary medical, dental and psychiatric care normally rendered by County personnel in the Jail as part of the health or correctional program. Such care shall also include limited emergency care provided in the emergency room of a local hospital. The County shall not be responsible for providing Extraordinary Medical Care to Department Inmates.
- 2.3 In the event a Department Inmate needs Extraordinary Medical Care, the County will provide notice to the Department. The Department will then be required to remove the Department Inmate from Jail within 48-hours of such notice. If the Department fails to remove the Department Inmate within 48-hours, and Extraordinary Medical Care is provided, the Department shall reimburse the County for the costs of the Extraordinary Medical Care, and the costs of providing security services during any hospital visit for Extraordinary Medical Care.

3. Reciprocal Bed Use

- 3.1 The County will make twenty (20) Jail beds available for Department Inmates on a daily basis. In exchange, also on a daily basis, the Department shall make available thirty (30) beds in Department work release facilities in King County for County Inmates.
- 3.2 The County shall refer County Inmates for placement in the Department's work release facilities to the Department's selection committee for the Seattle, Washington area. The Department's selection committee shall place County Inmates in accordance with the same criteria and standards used for Department Inmates. The Department reserves the right to reject County referrals that do not meet the Department's standards for work release. The County shall advise all County Inmates to be referred for placement pursuant to this agreement that he/she shall be subject to the rules and regulations established by the Department for work release programs. County Inmates referred shall be required to sign a consent form with the County agreeing to placement in the Department program.
- 3.3 The Department shall be responsible for the supervision of all County Inmates which it accepts into its work release facilities. The Department shall provide custody, care, and treatment to County Inmates placed in the Department's work release facilities in the same manner as those services are provided to Department Inmates in work release facilities. Such care shall include the funding of subsistence and counseling services

which are provided by the Department staff to Department Inmates. Medical, dental and psychiatric services are the responsibility of the County Inmate.

3.4 County Inmates shall be subject to the disciplinary authority of the Department in accordance with Department procedures and rules applicable to Department work release facilities. Work release status of County Inmates may be revoked in accordance with Department revocation procedures. Department Inmates shall be subject to the disciplinary authority of the County in accordance with County Jail procedures and rules.

4. Department Inmates To Be Housed in Jail.

4.1 The County shall accept Department Inmates for confinement in the Jail, except as provided in Sections 2, 4 and 6 of this Agreement.

4.2 Excluding the 20 Jail beds referenced in Section 3.1 above, the Department will pay for 120 Jail beds daily, regardless of whether there are sufficient Department Inmates to fill those beds, except as provided in Section 5.2 below.

4.3 Including the 20 Jail beds referenced in Section 3.1 above, the Department will not use more than 220 Jail beds on any given day during the term of this agreement without the prior written consent of the County. If the number of Department Inmates exceeds 220 on any given day, the County may refuse to accept Department Inmates until such time as the number of Department Inmates is reduced below 220. In the alternative, the County may inform the Department that it is willing to house more than 220 Department Inmates.

4.4 In the event the population in the King County Correctional Facility and the detention facility at the Regional Justice Center reaches Secure Capacity, the County may notify the Department and require the Department to remove some or all Department Inmates from the King County Correctional Facility and the detention facility at the Regional Justice Center within ten (10) days.

5. Compensation.

5.1 No compensation shall be due either party for the reciprocal bed use detailed in Section 3 of this Agreement.

5.2 The Department will pay the County \$8040.00 per day for the 120 Jail Beds referenced in Section 4.2 above regardless of whether those beds are used by Department Inmates; provided that if the County, pursuant to Section 4.4 above, requires the Department to lower the number of Department Inmates below 120, excluding the 20 Jail beds referenced in Section 3.1 above, the Department shall only be required to pay the County sixty-seven dollars (\$67.00) per day per bed used.

5.3 For Jail beds used by Department Inmates in excess of 140, including the 20 Jail beds referenced in Section 3.1 of this Agreement, the Department will pay the County sixty-seven dollars (\$67.00) per day per bed used.

5.4 The Department will reimburse the County for the costs of Extraordinary Medical Care and the costs of providing security services during any hospital visit for Extraordinary Medical Care as detailed in Section 2.3 of this Agreement.

6. Billing.

6.1 The County shall transmit billings to the department monthly. Within forty-five (45) days after receipt, the Department shall pay the full amount billed. If the Department fails to pay a billing within 45-days of receipt, the County will notify the Department of its failure to pay and the Department shall have ten (10) days to cure non-payment. In the event the Department fails to cure its nonpayment, the Department shall be in material breach of this agreement and the County will no longer be expected to house Department Inmates at the Jail, and, at the County's request, the Department will remove Department Inmates already housed in the Jail within thirty (30) days. Thereafter, the County, at its sole discretion, may accept no further Department Inmates until all outstanding bills are paid.

6.2 The County may charge an interest rate equal to the interest rate on the monthly County investment earnings, not to exceed one percent (1%) monthly, on any billing amount not paid by the Department within forty-five (45) days of receipt of the billing.

6.3 Each party may examine the other's books and records to verify charges. If an examination reveals an improper charge, the next billing statement will be adjusted appropriately.

7. Term. This Agreement shall commence on October 1, 2003 and shall supersede all previous oral or written contracts and agreements between the parties relating to the Jail and jail services. This Agreement shall extend to December 31, 2004.

8. Termination. Either party may terminate this Agreement, without cause, upon sixty (60) days written notice to the other party.

9. Indemnification.

9.1 The County shall indemnify and hold harmless the Department and its officers, agents, and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any negligent action or omission of the County, its officers, agents, and employees, or any of them related to the services provided under this Agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against the Department, the County shall defend the same at its sole cost and expense; provided, that, the Department retains the right to participate in said suit if any principle of governmental or public law is involved. Said participation shall not compromise the ability of the County to settle the suit if it deems that course advisable. If final judgment be rendered against the Department and its officers, agents, and employees, or any of them, or jointly against the Department and the County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.

9.2 The Department shall indemnify and hold harmless the County and its officers, agents, and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any negligent act or omission of the Department, its officers, agents, and employees, or any of them related to the services provided under this agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against the County, the Department shall defend the same at its sole cost and expense; provided that the County

retains the right to participate in said suit if any principle of governmental or public laws is involved. Said participation shall not compromise the ability of the "Department" to settle the suit if it deems that course advisable. If final judgment be rendered against the County, and its officers, agents, and employees, or any of them, or jointly against the County and the Department and their respective officers, agents, and employees, or any of them, the Department shall satisfy the same.

- 9.3 In executing this agreement, the County does not assume liability or responsibility for or in any way release the Department from any liability or responsibility, which arises in whole or in part from the existence or effect of Department rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such Department rule or regulation is at issue, the Department shall defend the same at its sole expense and if judgment is entered or damages are awarded against the Department, the County, or both, the Department shall satisfy the same, including all chargeable costs and attorney's fees.
- 9.4 The terms of Section 9 "Indemnification" shall survive the termination or expiration of this Agreement.

#### 10. General Provisions

- 10.1 Other Facilities. This Agreement reserves in each party the power to establish a temporary holding facility during a riot or civil disobedience, and to comply with a final order of a federal court or a state court of record for the care and treatment of inmates.
- 10.2 Transportation. The County shall be responsible for transporting Department Inmates and County Inmates between Jail facilities and for routine medical care. The Department is responsible for transporting Department Inmates in all other circumstances.
- 10.3 Severability. If any provision of this Agreement shall be held invalid, the remainder of this Agreement shall not be affected thereby.
- 10.4 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 of any one or several occasions does not constitute consent to or waiver of any later non-performance nor does payment of a billing or continued performance after notice of a deficiency in performance constitute an acquiescence thereto. The parties are entitled to all remedies in law or equity.
- 10.5 Entire Agreement. This Agreement represents the entire understanding of the parties and supersedes any oral representations that are inconsistent with or modify its terms and conditions.
- 10.6 Modifications. All provisions of this Agreement may be modified and amended with the mutual written consent of the parties hereto.
- 10.7 Force Majeure. In the event either party's performance of any of the provisions of this Agreement become impossible due to Force Majeure, that party will be excused from performing such obligations until such time as the Force Majeure event has ended and all facilities and operations have been repaired and/or restored.

