

Attachment A

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

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

THIS AGREEMENT is made and entered into under the Interlocal Cooperation Act (RCW 39.34) 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 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.

- (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) 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.
- (g) 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 actual costs within thirty days of receipt of the detailed invoice.

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 requesting party will be responsible for assuming off-site facility guarding duties within four hours of such notice. 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.

(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) Further Transfer of Custody. Except as otherwise allowed by Section 5 of this Agreement, responding party will not transfer custody of any inmate confined pursuant to this Agreement to any party other than back to the requesting party.

(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) Resumption of Custody by Responding Party. No inmate held under this Agreement will be released by the responding party. The requesting party shall be responsible for determining the release date for the inmates held by the responding party under this Agreement.

(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 return or refuse to accept inmates, 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 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 JAIL - OTHER GROUNDS: Requesting party inmates may be removed from the responding party for the following reason(s):

(a) Request by the requesting party. The responding party will release the requesting party's inmate upon written request of the requesting party for transfer of custody back to the requesting party. In such case, the inmate will be transported by the requesting party.

(b) Treatment Outside of Jail. Any of the requesting party's inmates may be removed from the responding party for medical, psychiatric or dental treatment or care not available within the responding party.

(c) Catastrophe. Any of the requesting party's inmates may be removed from the responding party 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. In such case, the responding party will inform the requesting party, at the earliest practicable time, of the whereabouts of the inmate(s) so removed and shall exercise all reasonable care for the safekeeping and custody of such inmate(s).

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 death 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 via facsimile as noted in Section 2 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 2 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, 2014. The Agreement may be extended for three one year periods through the written agreement of the King County Executive and the Pierce County Sheriff.

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.

15. DEFENSE AND INDEMNITY AGREEMENT:

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.

If the claim, suit, or action for injuries, death, or damages as provided for in the preceding paragraph of this contract is caused by or results from the concurrent negligence of (a) the indemnities or the indemnities agents or employees, and (b) the indemnitor or the indemnitor's agents or employees, the indemnity provisions provided for in the preceding paragraph of this contract shall be valid and enforceable only to the proportional extent of the indemnitor's negligence. 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.

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) Per section 1(b) of this agreement the authorized representatives with the authority to commit correctional resources, including buildings, vacant cell space, transportation, equipment or personnel for emergency response are:

King County: Commander William Hayes, Kent Division, DAJD
620 West James Street
Kent, WA. 98032

Office: 206-205-2100/2102
Cell: 206-423-3726 or 253-255-2860
Home: 253-922-3432

Pierce County: Undersheriff Eileen Bisson
930 Tacoma Avenue S.
Tacoma, WA 98402
253-798-3101

(b) Any termination notice issued pursuant to section 14 of this agreement shall be made to the following:

King County: Commander William Hayes, Kent Division, DAJD
620 West James Street
Kent, WA. 98032

Office: 206-205-2100/2102
Cell: 206-423-3726 or 253-255-2860
Home: 253-922-3432

Pierce County: Undersheriff Eileen Bisson
930 Tacoma Avenue S.
Tacoma, WA 98402
253-798-3101

(c) The parties agree that the telephonic notice required by section 2(b) of this Agreement shall be made to the following:

King County: Commander William Hayes, Kent Division, DAJD
620 West James Street
Kent, WA. 98032

Office: 206-205-2100/2102
Cell: 206-423-3726 or 253-255-2860
Home: 253-922-3432

Pierce County: Undersheriff Eileen Bisson
930 Tacoma Avenue South
Tacoma, WA 98402
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. 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.

19. PRISON RAPE ELIMINATION ACT (PREA)

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

King County

Pierce County Sheriff's Department

King County Executive.

Paul A Patton

Sheriff

Date
Approved as to Form

1/6/14

Date
Approved as to Form

King County
Deputy Prosecuting Attorney

[Signature]

Pierce County Deputy Prosecuting Attorney

Date

12/31/2013

Date