

INTERLOCAL AGREEMENT BETWEEN KING COUNTY
AND THE WASHINGTON STATE DEPARTMENT OF CORRECTIONS

PURPOSE

THIS INTERLOCAL AGREEMENT (Agreement) is entered into by King County, a Washington municipal corporation and legal subdivision of the State of Washington (County), and the Washington State Department of Corrections (Department) for the purpose of maximizing the efficient and cost effective use of existing resources and to provide adequate facilities and programs for the confinement, care, and treatment of Offenders in accordance with the provisions of RCW 72.68.040 and Interlocal Cooperation Act, RCW 39.34.

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

Article I

DEFINITIONS

Unless the context clearly shows another usage is intended, the following terms shall have these meanings in this Agreement:

County – King County.

Department – Washington State Department of Corrections.

Jail - A place 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 Maleng 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.

Department Inmate – 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.

County Inmate - Any inmate in Jail that is not a Department Inmate.

Day - 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.

Force Majeure - War, civil unrest, and any natural event outside of the party's reasonable control, including fire, storm, flood, earthquake or other act of nature.

Extraordinary Medical Care - Specialty care, drugs, equipment, general anesthetic surgery, or nursing care, which is not commonly available through Jail Health Services. Extraordinary Medical Care includes, but is not limited to, the following care and treatment:

- Dialysis;
- Outside sub-specialty consultation for acute or chronic health conditions;
- Hospital Stays (including labor and delivery costs for pregnant women);
- Orthoses, prostheses, and other aids to impairment (artificial limbs, dentures, glasses, hearing aids);
- The continuation of medications started at another facility that are not on the Jail Health Services (JHS) formulary;
- Blood products and intravenous medications;
- Care of inmates not independent in the activities of daily living and requiring the hiring of temporary nursing assistants;
- The rental of special medical equipment in order to care for a particular inmate;
- Treatment provided in the emergency room of a hospital.

Secure Capacity - Those beds that are physically available in the King County Correctional Facility and the detention facility at the Maleng Regional Justice Center. Due to emergency circumstances, legal requirements, or maintenance and construction activities, Secure Capacity may vary.

Business Day - Monday through Friday, excluding County holidays or mandatory business closure days ordered by the King County Executive or the Metropolitan King County Council.

Article II

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. The County shall not be responsible for providing Extraordinary Medical Care to Department Inmates.

2.3 To support continuity of care for Department Inmates released from the Jail, Jail Health Services will follow Jail Health Services' prescription medication protocols to maximize the likelihood that Department Inmates will have remaining medications with them when they leave the Jail.

2.4 For Department inmates coming from other institutions, the Department will notify the Jail of any existing chronic or acute health conditions that may require Extraordinary Medical Care. For all Department inmates arriving at the Jail with known health conditions, the Department will provide a written health summary that includes relevant diagnoses, treatment given at previous institution(s), and any follow-up instructions.

2.5 The Department will provide a list of inmates requested to be moved from the King County Jail at least 48 hours in advance of a regularly scheduled transport of offenders to another jail facility.

Article III

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.

Article IV

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 330 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, on any given day, more than 445 Jail beds from January 1, 2011 through December 31, 2013 (this limitation is hereinafter referred to as the "Maximum Number"), without the prior written consent of the County. If the number of Department Inmates exceeds the Maximum Number on

any given day, the County may refuse to accept Department Inmates until such time as the number of Department Inmates is reduced below the Maximum Number. In the alternative, the County may inform the Department that it is willing to house more than the Maximum Number of Department Inmates.

4.4 In the event the population in the King County Correctional Facility and the detention facility at the Maleng 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 Maleng Regional Justice Center within ten (10) days.

Article V

COMPENSATION

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

5.2 Department will pay the County \$28,743 per day for the 330 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 330, excluding the 20 Jail beds referenced in Section 3.1 above, the Department shall only be required to pay the County eighty-seven dollars and ten cents (\$87.10) per day per bed used. In the event that the County requires the Department to lower the number of Department Inmates below 330, excluding the 20 Jail beds referenced in Section 3.1, the County will notify the Department in writing when the 330 Jail beds become available again for use by Department Inmates. From the point of such notification the Department shall have 60 days to fill the 330 Jail Beds and shall only pay per day per bed used during this 60 day period.

5.3 For Jail beds used by Department Inmates in excess of 350, but not more than the Maximum Number as detailed in Section 4.3, including the 20 Jail beds referenced in Section 3.1 of the Agreement, the Department will pay the County eighty-seven dollars and ten cents (\$87.10) per day per bed used. For jail beds used by Department Inmates in excess of the Maximum Number, including the 20 Jail beds referenced in section 3.1 of this agreement, the Department will pay the County eighty-seven dollars and ten cents (\$87.10). Effective January 1, 2013, for Jail beds used by the Department Inmates in excess of the Maximum Number, including the 20 Jail beds referenced in Section 3.1 of this Agreement, the Department will pay the County one hundred thirty-nine dollars and forty-three cents (\$139.43).

5.4 In addition to the rates noted elsewhere in this Section, the Department will pay the County a surcharge for Department Inmates held in the Infirmary, the Psychiatric Unit or Other Psychiatric Housing as described below.

5.4.1 For every Department Inmate in excess of one (1) housed in the Infirmary on a given day, the Department shall pay a surcharge of one hundred seventy dollars and fourteen cents (\$170.14) per Inmate per day.

5.4.2 For every Department Inmate in excess of two (2) housed in the Psychiatric Unit on a given day, the Department shall pay a surcharge of two hundred and seven dollars and fifty-four cents (\$207.54) per Inmate per day.

5.4.3 For every Department Inmate in excess of three (3) housed in other psychiatric housing on a given day, the Department shall pay a surcharge of sixty-three dollars and sixty-one cents (\$63.61) per inmate per day.

5.5 In addition to the rates noted elsewhere in this section the Department will pay for all costs associated with Extraordinary Medical Care provided to Department Inmates. In the event that a Department Inmate is admitted to a hospital, the County will provide notice to the Department by the end of the next Business Day. However, failure to provide such notice will not affect the Department's obligation to pay for Extraordinary Medical Care and hospital guarding fees provided to Department Inmates.

5.6. In addition to the rates noted elsewhere in this Section, the Department shall pay the County fifty-eight dollars and seventy-nine cents (\$58.79) per hour for each officer assigned to guard a Department Inmate at a hospital or other medical facility. This charge will apply for all time spent transporting a Department Inmate to and from a hospital or other medical facility and guarding a Department Inmate while at a hospital or other medical facility.

5.7 The rates of compensation found above will be adjusted annually.

5.7.1 Effective January 1, 2012, and annually thereafter, the rates found in sections 5.2, 5.3 and 5.6 will increased by 5 percent.

5.7.2 Effective January 1, 2012, and annually thereafter, the rates found in section 5.4 will increase by 6.5 percent.

Article VI

BILLING

6.1 The County shall transmit billings to the department monthly. Within thirty (30) days after receipt, the Department shall pay the full amount billed. If the Department fails to pay a billing within 30-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 thirty (30) 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.

6.4 Billings to the Department for Extraordinary Medical Care will be processed monthly and may include charges for services rendered prior to the billing month.

Article VII

TERM

7.1 This Agreement shall supersede all previous oral or written contracts and agreements between the parties relating to the Jail and jail services. This Agreement shall commence on January 1, 2011, and extend to December 31, 2013, unless terminated by either party pursuant to section 8 below. Thereafter, this Agreement shall automatically renew for successive one-year terms, unless terminated by either party pursuant to section 8 below.

Article VIII

TERMINATION

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

Article IX

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.

Article X

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 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, including, but not limited to population levels reflected in Section 4, may be modified and amended with the mutual written consent of the King County Executive and Washington State Department of Corrections.

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.

10.8 Notices. Except as otherwise provided in this Agreement, any notice required to be provided under the terms of this Agreement, shall be delivered by certified mail, return receipt requested or by personal service to the following person:

For the Department:

Correctional Program Manager
Headquarters Classification Unit
Department of Corrections
PO Box 41128
Olympia, WA 98504-1128
(360) 725-8900

For the County:

Director
Department of Adult and Juvenile Detention
King County Correctional Facility
500 Fifth Avenue
Seattle, WA 98104-2332
(206) 296-1268

10.9 Contact Persons. Each party shall notify the other of its Agreement coordinator who is responsible for coordinating responsibilities under the Agreement.

10.10 Department Hearings and Reporting. The County expects the Department to meet the statutory guidelines regarding the timeframes for completing Department hearings. It is the Department's intent to meet these statutory guidelines. The Department shall provide monthly reports to the County detailing compliance with these statutory guidelines.

10.11 Applicable Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. The venue for any action hereunder shall be in the Superior Court for King County, Washington.

10.12 No Third Party Beneficiaries. There are no third party beneficiaries to this agreement. No person or entity other than a party to this agreement shall have any rights hereunder or any authority to enforce its provisions.

10.13 Assignment/Subcontracting. The Department may not assign or subcontract any portion of this agreement or transfer or assign any claim arising pursuant to this agreement.

KING COUNTY

DEPARTMENT OF CORRECTIONS

(Signature)

(Signature)

(Printed Name)

Eldon Vail

(Printed Name)

(Title)

Secretary

(Title)

(Date)

(Date)

Approved as to Form:
This contract format was approved
by the Office of the Attorney General.
Approval on file.