

**RESOLUTION NO. 2004-11**

A RESOLUTION AUTHORIZING THE CITY MANAGER OF THE CITY OF WALLA WALLA OR HIS DESIGNEE TO EXECUTE A JAIL FACILITIES AGREEMENT WITH WALLA WALLA COUNTY AND EXECUTE AMENDMENTS THERETO, AND TAKING OTHER ACTION CONNECTED THEREWITH

WHEREAS, Section 70.48.090 of the Revised Code of Washington authorizes cities and counties to contract for jail services, and

WHEREAS, Chapter 39.34 of the Revised Code of Washington authorizes political subdivisions to enter into intergovernmental cooperation agreements, and

WHEREAS, the Walla Walla City Council has reviewed an intergovernmental agreement between the City of Walla Walla and Walla Walla County for jail services during a regularly called public meeting of said Council, has given said agreement careful review and consideration, and finds that participation in the agreement is an appropriate function for the city and that the best interests of the City of Walla Walla will be served by entering into the agreement,

**NOW THEREFORE, the City Council of the City of Walla Walla do resolve as follows:**

*Section 1:* That the terms of a certain intergovernmental agreement between the City of Walla Walla and Walla Walla County for jail services are accepted on behalf of the City of Walla Walla, and the City Manager of the City of Walla Walla, and/or the designee of the Walla Walla City Manager, is hereby authorized, empowered, and directed to execute the agreement on behalf of the City of Walla Walla, and the City Clerk of the City of Walla Walla is hereby authorized and directed to attest said agreement and to attach to each duplicate thereof a copy of this Resolution.

*Section 2:* That the City Manager of the City of Walla Walla, and/or the designee of the Walla Walla City Manager, is hereby authorized, empowered, and directed to execute such amendments to the agreement authorized by section 1 herein subject to the following conditions: (a) no amendment by the executed in accordance with this section shall relieve the City of Walla Walla from compliance with enactments of the Walla Walla City Council or any other obligation or responsibility imposed by law, (b) any amendment executed in accordance with this section shall be reported to the Walla Walla City Council at the first meeting of the Walla Walla City Council following its execution, and (c) any amendment executed in accordance with this section must provide that it may be revoked and terminated by the Walla Walla City Council at the meeting that it is first reported to the Walla Walla City Council.

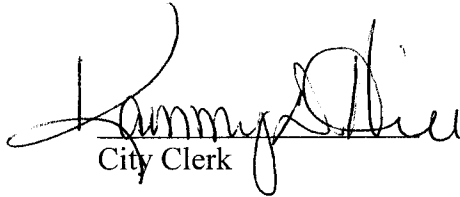
*Section 3:* Unless revoked and terminated by the Walla Walla City Council at the

meeting that it is first reported to the Walla Walla City Council, the Walla Walla City Clerk is hereby authorized and directed to attest any amendment executed in accordance with section 2 of this resolution after the meeting at which the agreement is reported to the City Council and prior to its entry in force.

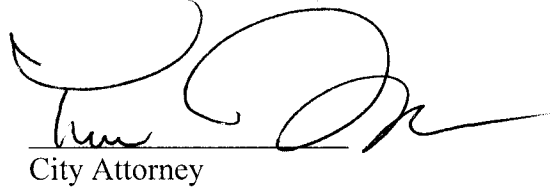
**PASSED** by the City Council of the City of Walla Walla, Washington, this 25th day of February, 2004.

  
Mayor

Attest:

  
City Clerk

Approved as to form

  
City Attorney

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",

WITNESSETH:

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 agreement for the use of said jail facilities between the parties which was effective thru December 31, 2003.

2. DEFINITIONS:

- a. "Prisoner day" is defined as a 24-hour period.
- b. "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 City District Court, 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 City District Court; 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 responsible jurisdictions.

c. "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 City shall be entitled to TEN (10) prisoner beds per day. The County will further provide housing for additional 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.

4. COMPENSATION: The City of Walla Walla shall pay the County of Walla Walla as total compensation for its provision of jail facilities and personnel as specified herein:

a. **Jail Budget** The proposed jail budget for any renewal of this agreement in the following year shall be established and provided to the City no later than the second Wednesday of August of the current year.

b. **Estimation and Payment of Jail Costs** The method of cost distribution shall be an annual, actual use proportionate system based on total jail facility operation costs, maintenance and utility costs, as well as administrative costs associated with said operation. Any grants or funds received which would reduce jail costs shall be deducted from the overall costs utilized to determine the City's jail costs.

The estimated costs for the respective calendar year shall be calculated by dividing the prior year's jail budget and associated costs by the total prisoner days recorded for the most recent complete calendar year. The end product of this process represents the daily prisoner

lodging cost and will be multiplied by the total number of prisoner days charged to the City for the most recent calendar year. The product will represent the estimated annual prisoner lodging cost for the prospective year.

The City agrees to pay for the utilization of TEN (10) beds for each year commencing March 15, 2004, and thereafter. Additional prisoners housed over the TEN (10) prisoner beds per day minimum shall be paid for by the City at a rate based on actual cost per prisoner hour for each hour of confinement, as determined by cost per day.

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.

In the event that said cost billings are greater than the actual costs incurred annually by the County in operating and maintaining the jail, the County shall reduce the City's first monthly billing of the subsequent year by said overpayment. In the event, however, that the cost billings are found to be less than the actual expenses incurred annually by the County, the County shall increase the City's first monthly billing of the subsequent year by said underpayment.

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 all medical bills for emergency or necessary health care for its prisoners in accordance with the provisions of RCW 70.48.130.

c. The County will use reasonable means available to obtain payment of these charges from the State Department of Social and Health Services, Medicare, welfare, private insurance or the prisoner prior to billing the charges to the City. Medical fees for emergency or mandated health care for which the City is responsible shall be as are appropriate for the circumstances and may include physician fees outside the jail, hospital charges, clinic charges, prescription charges and emergency dental care.

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 and from the Jail for appearances in District Court. 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.

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 and investigators shall have the right to interview prisoners at any reasonable time within the jail. City police officers 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 the 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.

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 TEN (10) years;
- b. The Walla Walla County Sheriff 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 Sheriff or his 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 February 1, 2004, and shall remain in effect for a period of TEN (10) 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 ninety (90) 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 8<sup>th</sup> day of March, 2004. (County)

COUNTY OF WALLA WALLA

By Gregory A. Tompkins  
Commissioner

By [Signature]  
Commissioner

By David J. Corey  
Commissioner

Attest:

Connie R. Dinti  
Clerk, Board of  
County Commissioners

Approved as to Form this 27<sup>th</sup> day of February, 2004.

[Signature]  
Walla Walla County Prosecuting Attorney

Approved as to Content:

Michael Hughes  
Walla Walla County Sheriff

CITY OF WALLA WALLA

By David Cole  
CITY MANAGER

Attest:

Kammya Dhu  
City Clerk

Approved as to Form this 17<sup>th</sup> day of Feb, 2004.

Tim O'Brien  
City Attorney for the City of Walla Walla

DESCRIPTION	FUND #	DEPARTMENT #	BARS #	AMOUNT
<b>DIRECT JAIL COSTS:</b>				
Facilities	010	03460	All	\$1,433,623.00
Law & Justice	10800	n/a	various	\$79,472.92
(Fund 108 jailer(s) and work crew supervisor plus benefits and work crew expenses)				
Training - 1/2 of each budget for Jailer training	010	03450	All	
	10800	n/a	521.90.43.3400	
	10800	n/a	521.90.49.3400	\$7,875.00
Electricity - as metered	from maintenance			\$28,012.67
Natural Gas - as metered	from maintenance			\$25,063.09
Water/Sewer - as metered	from maintenance			\$9,740.34
Repairs & Maintenance	010	01400	518.30.48.0100	\$29,722.15
Admin Costs (40% of Sheriff - Administration )	010	03400	All	\$62,974.80
<b>TOTAL DIRECT COSTS</b>				<b>\$1,676,483.97</b>

<b>INDIRECT COSTS JAIL COSTS:</b>				
<b>CE Admin Costs:</b>				
Jail Salaries	010	3460	521.50.11.xxxx	\$780,021.00
Law & Justice Jail Salaries	10800	n/a	521.90.11.34xx	\$58,062.00
Total Salaries & Wages				\$838,083.00
CE Cost Allocation:			x	9.70%
County Indirect Cost Rate not including Equip Depreciation, CE Building Maint Costs, Bldg Depreciation and GIS costs				
<b>CE Admin Costs</b>				<b>\$81,294.05</b>
<b>TOTAL DIRECT &amp; ADMIN COSTS</b>				<b>\$1,757,778.02</b>
Building Fund Contingency	5% of Total Direct and Admin Cost			\$87,888.90

<b>TOTAL COSTS</b>				<b>\$1,845,666.92</b>
Less INS Grant	010	03400	338.00.16.0299	(\$52,559.00)
<b>NET COST</b>				<b>\$1,793,107.92</b>

<b>BED COST PER DAY:</b>			
Yearly Jail Cost			\$1,793,107.92
Total Bed Days	88 beds X 365 Days =		32,120
<b>TOTAL COST PER BED, PER DAY</b>			<b>\$55.83</b>