

AGREEMENT FOR USE OF JAIL FACILITIES

THIS AGREEMENT, made and entered into this \_\_\_\_\_, day of \_\_\_\_\_, 1997, by and between the CITY OF LONGVIEW of the State of Washington, hereinafter called "Governmental Unit," and the COUNTY OF COWLITZ, a political subdivision of the State of Washington, acting by and through its Board of County Commissioners, hereinafter called "County,"

WITNESSETH:

WHEREAS, pursuant to RCW Chapters 39.34 and 70.48, Governmental Unit and County may enter into an agreement, through their respective legislative bodies, whereby County shall furnish jail facilities for Governmental Unit prisoners upon such terms as may be mutually agreed upon, and

WHEREAS, it is considered necessary and desirable, and in the public interest, that the County and the Governmental Unit exercise the rights and privileges afforded by this statute,

NOW, THEREFORE, IT IS MUTUALLY AGREED by and between the Governmental Unit and County as follows:

1. Definitions. As used herein, the following terms shall have the following definitions:

A. "Jail Facilities" shall mean those facilities operated by the County designed, staffed and used to house primarily adult persons awaiting court disposition and/or serving terms not exceeding one year for the purpose of punishment, correction or rehabilitation following conviction of a criminal offense.

B. "Governmental Unit Prisoner" shall mean a person detained or arrested on misdemeanor or gross misdemeanor charges by law enforcement officers of the Governmental Unit, while such person is awaiting trial, sentencing or other disposition on such charges, or serving a sentence on such charges imposed by a court of limited jurisdiction.

C. "Medical Care or Health Care" shall include preventive, diagnostic and rehabilitative services, as well as emergency medical care provided by licensed health care professionals and/or in licensed facilities; such care may include prescription drugs where indicated.

2. Availability of Jail Facilities. The County agrees to furnish its jail facilities and personnel for the confinement of Governmental Unit prisoners in the same manner and to the same extent as the County furnishes said service for confinement of its own prisoners. The County Corrections Department jail facilities shall be made available and furnished for holding of Governmental Unit prisoners held upon arrest, awaiting trial, and service of imposed jail terms. To the extent that space is available, Governmental Unit shall utilize the County jail facilities prior to confining Governmental Unit prisoners at any other jail facility.

It is understood and agreed that County shall have no obligation to confine additional Governmental Unit prisoners when the County facility is at its maximum rated capacity, and in such event, County and Governmental Unit will make diligent efforts to confine their sentenced prisoners in facilities other than the Cowlitz County jail facilities. The County Corrections Department shall at all times remain authorized to control the inmate population in accord with County promulgated policies. When inmate populations make it necessary for the Corrections Department to decline acceptance of and/or release inmates, the Corrections Department shall exercise best efforts to treat arrestees or prisoners of all users of the jail facilities on an equal basis.

The parties agree to jointly investigate and evaluate the feasibility and advisability of contracting with other entities to house sentenced inmates in other jails or correctional facilities within the State of Washington. The cost of placing and maintaining any such inmates, including transportation and security, shall be included in the calculation of the daily rate as provided in section 3 of this Agreement and may result in adjustment of that rate.

3. Prisoner Fees.

A. Daily Rate: The Governmental Unit agrees to pay the County a flat daily rate for each day or portion of a day Governmental Unit prisoner is in custody. For the purpose of this section, a "day" shall be defined as the twenty-four hour period beginning at the time the County assumes custody of the Governmental Unit Prisoner pursuant to section 6 hereinbelow. For calendar year 1997, the daily rate shall be \$51.50. Thereafter, for calendar years 1998 through 2005, inclusive, the daily rate shall be calculated in accordance with the formula shown in exhibit "A" attached hereto and incorporated herein by this reference, but shall be limited to a maximum increase which shall not exceed 3% of the prior year's

daily rate. The County will inform the Governmental Unit of the estimated daily rate for the succeeding year by September 30 of each year. The parties acknowledge that the daily rate is calculated on the basis of the County's current budget. Following the end of each year, actual costs will be substituted for the projected costs used in calculating the daily rate and appropriate adjustments will be made within 90 days thereafter by way of a credit or payment, whichever is appropriate, subject to the foregoing maximum annual increase of 3%.

For calendar year 2006 and succeeding calendar years the following provisions shall apply: In the event County desires to effect an increase in the daily rate which shall exceed a 3% increase over the then current rate, the County shall notify Governmental Unit in writing of the proposed rate no later than the first day of September preceding the effective date of such proposed increase. Governmental Unit shall have the option of accepting such proposed increase or entering into negotiations with County for a differing rate adjustment. In the event such negotiations are not successfully concluded by December 1, the matter shall be submitted to binding arbitration in the manner described in RCW 39.34.180. If arbitration proceedings have not been concluded by January 1, the increase in daily rates shall be limited to 3% of the prior year's rate. Upon conclusion of arbitration proceedings, the resulting daily rate adjustment shall be retroactive to January 1 and appropriate adjustment will be made by way of credit or payment reflected in the next succeeding monthly invoice.

Notwithstanding anything in the foregoing to the contrary, daily rates as established herein shall be subject to further adjustment in the event of changes in the operation of the jail facilities necessary to comply with requirements imposed by legislation or any court or regulatory authority. In the event County desires to increase the daily rates as a result of any such required change in operations, County shall so notify Governmental Unit in writing. In the event the parties are unable to agree on any such rate adjustment within 60 days of such notice, the matter shall be submitted to binding arbitration in the manner described in RCW 39.34.180, in which event the effective date of any adjustment shall also be subject to arbitration.

B. Work Release Fee: Governmental Unit prisoners participating in the work release program will be responsible for paying an additional daily work release fee directly to the County. The daily work release fee for the period commencing January 1, 1997 shall be based on a sliding scale.

C. Reimbursement for Medical Care: During the time and while a person is a Governmental Unit prisoner, the Governmental Unit shall be responsible for costs of all medical care provided by third-party medical care providers incurred by or on behalf of the prisoner, including transporting the prisoner to or from any required medical treatment, as more fully detailed in Section 14 hereinbelow. Any amounts first paid by the County for medical care for a Governmental Unit prisoner shall be reimbursed to County and shall be due and payable by Governmental Unit within thirty (30) days from and after receipt of an itemized invoice from the County. The invoice shall list, among other things, the service rendered and cost therefor.

D. Booking Fee: Effective January 1, 1998, Governmental Unit shall pay a booking fee for each person detained or arrested on suspected felony charges by law enforcement officers of the Governmental Unit where formal charges have not been initiated against such person by the filing of an information prior to booking. The booking fee shall be established at a sum equal to one and one-half times the average hourly wage for a corrections officer employed in the jail as of the first day of the year, calculated in the manner identified on Exhibit B hereto. For calendar year 1998 the booking fee shall be \$39.63. For calendar years 1999 through 2005, inclusive, the booking fee shall be calculated according in the manner identified on Exhibit B. but shall be limited to a maximum increase which shall not exceed 3% of the prior year's booking fee. For succeeding calendar years, County shall notify Governmental Unit in writing of the proposed booking fee no later than the first day of September preceding the effective date of such proposed adjusted booking fee. Governmental Unit shall have the option of accepting such proposed booking fee or entering into negotiations with County for a differing adjustment and submitting the matter to binding arbitration where necessary in the same manner as provided above for establishment of the daily rate.

E. Payment: All fees chargeable to Governmental Unit under this section shall be due and payable by the Governmental Unit to the County within 30 days from and after receipt of an itemized invoice. The County agrees to bill monthly for all sums described hereunder.

4. Transportation and Supervision Outside Jail. Governmental Unit shall be responsible for transportation of Governmental Unit Prisoners to and from the jail facilities for any reason and for supervision of such prisoners during such time as they may be outside the jail facilities, including, but not

limited to transportation to court for any legal proceedings or for health care rendered outside jail facilities. Governmental Unit may contract for such transportation and supervision services with third parties and County shall permit removal of Governmental Unit for any such purpose as provided in Section 13 of this Agreement. This section does not apply to Governmental Unit prisoners while engaged in Work Release or while performing work as Jail Inmate workers as described in Section 10 of this Agreement.

5. Copy of Arrest Warrant or Citation. Law enforcement officers of the Governmental Unit placing Governmental Unit prisoners in the County Jail shall, in every instance, first furnish an arrest warrant or a citation to the County corrections officer on duty at that time.

6. Governmental Unit Law Enforcement Officer Present. Governmental Unit law enforcement officers placing arrested prisoners in the County Jail shall be required to remain in the immediate presence of the arrested person and shall be considered to have such person in their sole custody until the County corrections officer audibly states that the screening is complete, and at such time, and only then, will the County come into custody of said prisoner.

7. Record Keeping. County agrees to maintain a system of record keeping relative to the booking and confinement of each Governmental Unit prisoner in such style and manner as equivalent to County's records pertaining to its own prisoners. County shall make available, upon request and without cost, to Governmental Unit or its authorized representatives, copies of said records. Upon disposition of the Governmental Unit case, Governmental Unit agrees to timely report the disposition of such case to County in order to facilitate County's maintenance of up-to-date criminal disposition records.

8. Posting of Bail. During other than normal working hours, County agrees to act as agent for Governmental Unit in the receipt of bail posted pertaining to Governmental Unit prisoners. County agrees to diligently and timely deliver or turn over said bail bonds or monies to the court of Governmental Unit.

9. Jail Rules and Regulations. Governmental Unit agrees that when any Governmental Unit prisoner is being delivered to the County Jail, the person delivering said prisoner shall comply with such reasonable rules and regulations as shall, from time to time, be established. Governmental Unit prisoners in custody at the County Jail will be subject to all applicable rules, regulations, and standards governing operation of the County Jail, including any emergency security rules imposed by the Executive Director or designee of the Corrections Department. County agrees to provide the Chief of Governmental Unit's

Police Department with a reproducible copy of any such rules or regulations which affect in any manner the functions or responsibilities of agents of Governmental Unit, together with any amendments thereto.

10. Jail Inmate Workers. At the discretion of the Executive Director of the Corrections Department or designee, Governmental Unit prisoners may be made inmate workers when serving out a sentence. Such Governmental Unit prisoners may be allowed to work on the public property of the Governmental Unit or County, including the County Administration Building and Hall of Justice.

11. Alternatives to Incarceration. In the event that the Governmental Unit's court desires that a Governmental Unit prisoner serve a court-imposed jail term by means of alternatives to incarceration, Governmental Unit agrees to first obtain the approval of such specific program by the Executive Director of the Corrections Department or designee. For work release, weekends and out-of-custody work crew, from the time of their release until their return to the custody of the Executive Director of the Corrections Department, said Governmental Unit prisoners shall not be the responsibility of the County. In the case of Governmental Unit prisoners participating in the work release program or in custody work crew, County shall provide a bag lunch for said prisoners. As a condition precedent to participation in the work release program or electronic monitoring, the Governmental Unit's court must order that the participating prisoner pay to the County the established daily work release fee.

12. Governmental Unit Access to Prisoners. All Governmental Unit law enforcement officers and investigators directed by the Governmental Unit attorney shall have the right to interview Governmental Unit prisoners at any time inside the confines of the County Jail, subject only to necessary security rules. Interview rooms will be made available to Governmental Unit law enforcement officers in equal priority with those of any other County department or entity housing prisoners in the County facilities.

13. Release of Governmental Unit Prisoner from County Jail. No Governmental Unit prisoner confined in the County Jail shall be removed therefrom, except:

- (A) When requested by the Governmental Unit police department;
- (B) By order of the Governmental Unit court in those matters in which it has jurisdiction, or upon order of a court of competent jurisdiction in those matters in which said courts have jurisdiction;
- (C) For appearance in the court which the Governmental Unit prisoner is charged;
- (D) In compliance with a writ of habeas corpus;

(E) For interviews by the Governmental Unit attorney or members of the Governmental Unit police department;

(F) If the prisoner has served his/her sentence or the charge(s) pending against said prisoner has been dismissed, or bail or other recognizance has been posted as required by the court;

(G) For medical, dental and related treatment.

In the event of the release of a Governmental Unit prisoner as provided in this section, such release may be made to the custody of a contractor of the Governmental Unit if so directed in writing by the chief law enforcement officer of Governmental Unit.

14. Health Care. In the event a Governmental Unit prisoner's health or medical condition prevalent at the time of entry or reentry to the County Jail necessitates, in the judgment of the Executive Director of the Corrections Department or his designee, the attention of a physician or health care provider, the Governmental Unit authorizes the Executive Director of the Corrections Department or his designee to solicit such medical or health services for the Governmental Unit prisoner. It is understood and agreed that prior to soliciting said health or medical services, except in a medical emergency, the Executive Director of the Corrections Department or designee shall make a reasonable effort to notify, either orally or in writing, the Shift Commander of the Governmental Unit police department of their intentions. The prisoner shall be responsible for the cost of the emergency and other health care to the extent that the prisoner is reasonably able to pay for such care, including reimbursement from welfare, insurance program, or from other medical benefit programs available to such prisoner. Governmental Unit and/or prisoner shall be responsible to seek payment from third party payment sources. To the extent that a prisoner is unable to be financially responsible for medical care and is ineligible for financial assistance, the cost of such health care services shall be borne by the Governmental Unit, and Governmental Unit agrees to hold harmless and reimburse the County for any liability which may result from said health care. Governmental Unit agrees to transport its prisoners to the place or places where such health or medical care can be delivered.

15. Indemnification and Hold Harmless Agreement. The Governmental Unit agrees to indemnify and hold the County and its elective and appointed officers and employees free and harmless from and against all claims, demands and causes of action of any kind or character, including the cost of defense

thereof, arising prior to delivery of Governmental Unit prisoners to the jail facilities pursuant to section 6 of this Agreement, or during any time that Governmental Unit prisoners are in the direct custody of employees or agents of the Governmental Unit. The County agrees to indemnify and hold the Governmental Unit and its elective and appointed officers and employees free and harmless and against all claims, demands and causes of action of any kind or character, including the cost of defense thereof, arising after Governmental Unit prisoners are placed in the custody of the County as provided in section 6 of this Agreement, or during the time that Governmental Unit prisoners are in the direct custody of employees of the County, excepting only any claims alleging negligent or wrongful acts or omissions on the part of employees of Governmental Unit and/or its municipal court.

16. Duration of Agreement/Modification/Termination. The initial term of this Agreement shall be January 1, 1997 through December 31, 2005. Thereafter, it shall be automatically renewed from year to year unless otherwise modified or terminated. After the initial term, this Agreement may be terminated by either party, effective no less than One year after receipt of written notice given by the party seeking to terminate. Any termination hereof that is sought by one of the parties hereto and resisted by the other shall be subject to Arbitration as provided in RCW 39.34.180. This Agreement may be modified only after 90 days' written notice of intention to modify, and by mutual agreement of the parties, or after an arbitration proceeding as provided in RCW 39.34.180.

17. Notices. All notices and other communications must be in writing and may be served personally or by regular U.S. mail, addressed to the party being served at these addresses:

Cowlitz County  
Board of County Commissioners  
207 Fourth Avenue North  
Kelso, WA 98626

City of Longview  
City Manager  
1525 Broadway  
Longview, WA 98632

18. Paragraphs. The paragraph headings appearing in this agreement have been inserted for the purpose of convenience and ready reference. They do not purport and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

19. Entire Agreement. This agreement constitutes the entire 13 agreement and understanding of the parties.

20. Interpretation and Implementation. In the event that any dispute should arise regarding the interpretation of any term of this Agreement or the implementation of any of the provisions hereof, and such dispute is not resolved by mutual discussions within 10 days after a written description of such dispute is delivered by one party to the other, such dispute may be submitted to binding arbitration in the manner described in RCW 39.34.180.

21. Agreements Affecting Other Governmental Units. It is acknowledged and understood that the County has, will, or intends to enter into Agreements with other Governmental Units in the county containing the same terms as this instrument. All of such Agreements shall contain the same terms and conditions as this Agreement and shall be interpreted and implemented in the same manner.

EXECUTED the day and year first above written.

CITY OF LONGVIEW

BOARD OF COUNTY COMMISSIONERS  
OF COWLITZ COUNTY, WASHINGTON

\_\_\_\_\_  
Ed Ivey, City Manager

\_\_\_\_\_  
Joel R. Rupley, Chairman

ATTEST:

\_\_\_\_\_  
Van A. Youngquist, Commissioner

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
J. Bill Lehning, Commissioner

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Dave Spencer, City Attorney

\_\_\_\_\_  
Vickie M. Musgrove,  
Clerk of the Board

APPROVED AS TO FORM:

APPROVED:

\_\_\_\_\_  
Ronald S. Marshall,  
Deputy Prosecuting Attorney

\_\_\_\_\_  
William J. Weiss,  
Executive Director CCCD

EXHIBIT "A"

DAILY RATE CALCULATION

Jail Budget  
+ Jail Improvements/Repairs  
+ Utilities and Maintenance (Hall of Justice Budget)  
+ CCCD Offender Services Budget (Allocated to Jail)  
+ Uniforms (included in Purchasing Budget)  
  
= Total Adjusted Budget ("TAB")

TAB / 365 = Estimated Daily Jail Operating Cost ("DJOC")

DJOC / Estimated Average Daily Population = Daily Rate

EXHIBIT "B"

COWLITZ COUNTY  
JAIL RATE PROPOSAL  
Prepared 1/16/97

Total 1997 Salaries	\$ 1,715,504	
Less Cooks & Secretaries	<u>(135,564)</u>	
	\$ 1,579,940	
Net Salaries/36 = Avg Salary		\$ 43,887.22
Average Salary		\$ 43,887.22
Soc Sec @ 7.65%		3,357.37
Retirement @ 7.62%		3,344.21
Medical @ 363.61/mo		<u>\$ 4,363.32</u>
Total Avg Cost=		\$ 54,952.12
Hourly Wage =		\$ 26.42
Booking Rate @ 1.5 hours		\$ 39.63

**EXHIBIT "B"**