

Business of the  
**Board of County Commissioners**  
County of Okanogan, Washington

Date: 06/12/2017

**Agenda Title:** *Douglas County Inmate  
Housing Agreement*

**Proposed Commission Action:**  
*Approve amended agreement*

**PROPOSED MOTION:** *I move to approve  
the Douglas County Inmate Housing  
Agreement for the housing of Douglas  
County inmates in the Okanogan County  
Jail.*

**Agenda Item No:**

**Agenda Bill No:**

**Exhibits:** *Inmate Housing Agreement*

**Approvals:** *Commissioners*

Agenda Bill Author: *Tanya Craig*

Clerk of the Board: *Lalena Johns*

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**REQUEST/DISCUSSION:**

**BACKGROUND INFORMATION:**

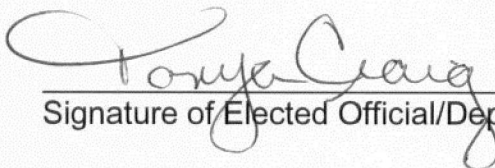
*Commissioner Hover and I negotiated with the Douglas County Board of Commissioners, Douglas County Prosecutor, and Douglas County Administrator the terms within the new agreement. The BOCC is familiar with the terms already. Chief Civil Deputy Prosecuting Attorney Albert Lin and Sheriff Frank Rogers have signed the agreement.*

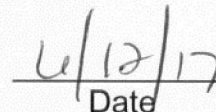
**RECOMMENDATIONS:**

*I recommend the board approve the Agreement as presented.*

**SUGGESTED FUNDING SOURCE:** *This Agreement does not affect the County's expenditures only increases revenues.*

**Motion:** *I move to approve the Douglas County Inmate Housing Agreement for the housing of Douglas County inmates in the Okanogan County Jail.*

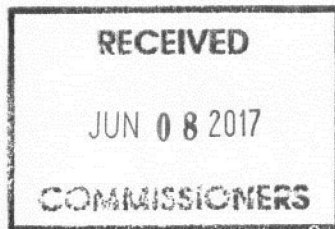
  
\_\_\_\_\_  
Signature of Elected Official/Department Head

  
\_\_\_\_\_  
Date

DAN SUTTON  
1st DISTRICT

KYLE STEINBURG  
2ND DISTRICT

STEVEN D. JENKINS  
3RD DISTRICT



# DOUGLAS COUNTY COMMISSIONERS

June 6, 2017

Lalena Johns  
Clerk of the Board  
Okanogan County  
123 5th Ave N Rm 150  
Okanogan, WA 98840

RE: Amendment to Interlocal Agreement for Housing of Inmates in the Okanogan County Jail

Dear Lalena;

Enclosed for your Board of Commissioners is a signed Interlocal Agreement for Housing of Inmates in the Okanogan County Jail.

Once your board has signed, and the agreement has been recorded with the auditor, please send me a fully executed copy.

Thank you for your assistance.

Sincerely,

A handwritten signature in black ink, appearing to read "Dayna Prewitt", written over the printed name and title.

Dayna Prewitt  
Clerk of the Board

Enclosure

Return Document to: Douglas County  
Board of County Commissioners  
P.O. Box 747  
Waterville, WA 98858-0747

Document Title: Amended Interlocal Cooperation Agreement – Housing of Inmates

Related Documents: N/A

Grantor: Okanogan County

Grantee: Douglas County

Legal Description: N/A

Parcel Number(s): N/A

**AMENDED INTERLOCAL COOPERATION AGREEMENT BETWEEN  
OKANOGAN COUNTY, WASHINGTON AND DOUGLAS COUNTY, WASHINGTON,  
FOR THE HOUSING OF INMATES IN THE OKANOGAN COUNTY JAIL**

THIS AGREEMENT is made and entered into on this day by and between the Board of County Commissioners of Douglas County, Washington, hereinafter referred to as "Douglas County," and the Board of County Commissioners of Okanogan County, Washington, hereinafter referred to as "Okanogan County," each party having been duly organized and now existing under the laws of the State of Washington.

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**WITNESSETH:**

WHEREAS, Okanogan County is authorized by law to operate a jail and Douglas County is authorized by law to operate a jail; and

WHEREAS, Douglas County wishes to designate the Okanogan County jail as Douglas County's official place of confinement for the incarceration of inmates lawfully committed to Douglas County's custody; and

WHEREAS, the Director of the Corrections Facility of Okanogan County is desirous of accepting and keeping in his/her custody Douglas County inmate(s) in the Okanogan County jail for a rate of compensation mutually agreed upon by the parties hereto; and

WHEREAS, RCW 39.34.080 and other Washington law, as amended, authorizes any county to contract with any County to perform any governmental service, activity or undertaking which each contracting jurisdiction is authorized by law to perform; and

WHEREAS, the governing bodies of each of the parties hereto have determined to enter into this Agreement as authorized and provided for by RCW 39.34.080 and other Washington law, as amended,

NOW, THEREFORE, in consideration of the above and foregoing recitals, the payments to be made, the mutual promises and covenants herein contained, and for other good and valuable consideration, the parties hereto agree as follows:

Section 1.      GOVERNING LAW

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 inmate confinement pursuant to this Agreement.

Section 2.      DURATION

Upon its effective date, this agreement supersedes the prior Agreements for Housing of Inmates in the Okanogan County Jail. This agreement shall be effective from January 1, 2018 through December 31, 2032, subject to earlier termination as provided by Section 3 herein.

Section 3.      TERMINATION

(a)      By either party. At any time after December 31, 2017, this Agreement may be terminated by written notice from either party to the other party delivered by regular mail to the contact person identified herein, provided that termination shall become effective not less than one (1) year after receipt of such notice. Prior to the effective date of such notice, Douglas County agrees to remove its inmate(s) from the Okanogan County jail.

(b)      Compensation Due for Services Rendered. In the event of termination of this Agreement for any reason, Douglas County shall compensate Okanogan County in the same manner and at the same rates as if this Agreement had not been terminated should any Douglas County inmates remain housed by Okanogan County after the effective date of the notice of termination.

Section 4.      MAILING ADDRESSES

(a)      All notices, reports, and correspondence to the respective parties of this Agreement shall be sent to the attention of the following people, except as set forth in (b) below:

Okanogan County:  
Okanogan County Corrections  
Street 149 4<sup>th</sup> Ave N  
Okanogan, WA 98840  
Contact Person: Noah Stewart

Douglas County:  
Douglas County Commissioners  
P.O. Box 747  
Waterville, WA 98858-0747

And a Copy To:  
Douglas County Prosecuting Attorney  
P.O. Box 360  
Waterville, WA 98858-0360

Contact Person: Notification related to the Medical, Removal, Escape, or Death clauses herein shall be given by telephone and facsimile to the Douglas County Prosecuting Attorney.

## Section 5.      COMPENSATION

(a)    Rates. Okanogan County agrees to house Douglas County inmates for compensation per day per inmate, at the rate of fifty-eight dollars and fifty cents (\$58.50) per day. The day an inmate is released shall not be included in calculating compensation. The rate shall be adjusted by CPI yearly.

(b)    Guarantee. Douglas County guarantees payment for forty (40) inmates per day, even though Douglas County's use may be less.

(c)    Transport. Okanogan County agrees to provide limited transportation of Douglas County arrestees/inmates at no additional cost to Douglas County. Douglas County has contracted with the Chelan County Regional Justice Center to provide 24-hour temporary holding facility services for Douglas County arrestees and inmates. Okanogan County shall communicate daily with the Chelan County Regional Justice Center at approximately 6:00 a.m. to determine the number of Douglas County arrestees/inmates, if any, to be removed from the Chelan County Regional Justice Center and transported to the Okanogan County Correctional Facility. Okanogan County shall pick-up Douglas County arrestees/inmates temporarily held in the Chelan County Regional Justice Center on a daily basis, by 10:00 a.m. each day. The ~~Director of the Corrections Facility of Okanogan County may provide other transportation~~ services as may be agreed upon between the Director and Douglas County. Any transportation services for which additional compensation shall be paid by Douglas County must be approved in writing by Douglas County.

(d)    Monthly billing and payment. Okanogan County agrees to provide Douglas County with an itemized bill listing all names of inmates who are housed, the case or citation number, the number of days housed including the date and time booked into Okanogan County's jail and the date and time released from Okanogan County's jail, and the dollar amount due for each. Okanogan County agrees to provide said bill on or about the 10th of each month. The minimum billing to Douglas County shall be based upon forty (40) inmates per day. Douglas County agrees to make payment to Okanogan County within thirty (30) days from the date the bill is received.

(e)    Capital Improvements.      Okanogan County will create, by Commissioner Resolution, a Jail Improvements Fund specifically for jail renovations and upgrades to ensure the safety of inmates and staff. Douglas County agrees to contribute Thirty-Three Thousand Dollars (\$33,000) to the Jail Improvements Fund on an annual basis each year for ten (10) years, so long as this Agreement is not terminated pursuant to Section 3(a), to begin January 1, 2018 through December 31, 2027, which shall be used for capital improvements to the jail. Douglas County's contributions shall not be used for ordinary repairs to and maintenance of the jail.

## Section 6.      RIGHT OF INSPECTION

Douglas County shall have the right to inspect but not the duty of, at all reasonable times, all Okanogan County jails in which inmates of Douglas County are confined in order to determine if such jail maintains standards of confinement acceptable to Douglas County and that such inmates

therein are treated equally regardless of race, religion, color, creed or national origin. Okanogan County shall be obligated to manage, maintain and operate its facilities consistent with all applicable federal, state and local laws and regulations.

#### Section 7. INMATE ACCOUNTS

Okanogan County shall establish and maintain an account for each inmate received from Douglas County and shall credit to such account all money which is received and shall make disbursements, debiting such account in accurate amounts for the inmate's personal needs. Disbursements shall be made in limited amounts as are reasonably necessary for personal maintenance. Okanogan County shall be accountable to Douglas County for such inmate funds. At either the termination of this Agreement, the inmate's death, release from incarceration or return to either Douglas County or indefinite release to the court, the inmate's money shall be transferred to the inmate's account in care of Douglas County. If requested by Douglas County, Okanogan County Corrections will return said inmate reimbursement to Douglas County in the form of a check in the name of each inmate eligible for said reimbursement.

#### Section 8. RESPONSIBILITY FOR INMATE'S CUSTODY

~~(a) It shall be the responsibility of Okanogan County to confine the inmate or~~  
inmates; to provide treatment, including the furnishing of subsistence and all necessary medical and hospital services and supplies; to provide for the inmates' physical needs; to make available to them programs and/or treatment consistent with their individual needs; to retain them in said custody; to supervise them; to maintain proper discipline and control; to make certain that they receive no special privileges and that the sentence and orders of the committing court in the State are faithfully executed; provided that nothing herein contained shall be construed to require Okanogan County, or any of its agents, to provide treatment, facilities or programs for any inmates confined pursuant to this Agreement, which it does not provide for similar inmates not confined pursuant to this Agreement.

(b) Except as provided in Section 12, it is expressly understood that Okanogan County shall not be authorized to transfer custody of any inmate confined pursuant to this Agreement to any party other than Douglas County, or to release any inmate from custody without written authorization from the committing court.

#### Section 9. MEDICAL SERVICES

(a) Inmates from Douglas County shall receive such medical, psychiatric and dental treatment as may be necessary to safeguard their health while housed in the Okanogan County jail. Okanogan County shall provide or arrange for the providing of such medical, psychiatric, and dental services. Douglas County shall pay directly or reimburse Okanogan County for all costs associated with the delivery of medical services, or any emergency and/or major medical service, provided to inmates arrested by the Douglas County Sheriff. As provided by Washington law, costs associated with the delivery of medical services, or any emergency and/or major medical service to Douglas County inmates arrested by the City of East Wenatchee, the Columbia River Drug Task Force or other municipalities shall be billed to the arresting

municipality. Douglas County agrees to pay billings not paid by arresting municipalities, and may then pursue collection of any unpaid billings.

(b) Okanogan County shall keep an adequate record of all such services. Douglas County will be able to review at its request any medical or dental services of major consequence, in accordance with applicable law, including but not limited to HIPPA. Okanogan County will report to Douglas County any medical or dental services of a major consequence as soon as is practical.

(c) Should medical or dental services require hospitalization, Douglas County agrees to compensate Okanogan County dollar for dollar any amount expended or cost incurred in providing the same; provided that, except in emergencies, Douglas County will be notified as soon as possible by telephone prior to the inmate's transfer to a hospital and nothing herein shall preclude Douglas County from releasing or retaking the ill or injured inmates. As provided by Washington law, costs for hospitalization of Douglas County inmates arrested by the City of East Wenatchee, the Columbia River Drug Task Force or other municipalities shall be billed to the arresting municipality. Douglas County agrees to pay billings not paid by arresting municipalities, and may then pursue collection of any unpaid billings.

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#### Section 10. DISCIPLINE

Okanogan County shall have physical control over and power to execute disciplinary authority over all inmates of Douglas County. However, nothing contained herein shall be construed to authorize or permit the imposition of a type of discipline prohibited by state or federal law or the imposition of a type of discipline that would not be imposed on an inmate who is not confined pursuant to this contract.

#### Section 11. RECORDS AND REPORTS

(a) Before or at the time of transfer of any inmate from the Chelan County Regional Jail, Douglas County shall request the Chelan County Regional Jail forward to Okanogan County a copy of all inmate records pertaining to the inmate's present incarceration at the Chelan County Regional Jail. If additional information is requested regarding a particular inmate, the parties shall mutually cooperate to provide any additional information.

(b) Okanogan County shall keep all necessary and pertinent records concerning such inmates in the manner mutually agreed upon by the parties hereto. During an inmate's confinement in Okanogan County, Douglas County shall, upon request, be entitled to receive and be furnished with copies of any report or record associated with said inmate's incarceration.

#### Section 12. REMOVAL FROM THE JAIL

Except for inmates eligible for correctional work details and trustee status and under the direct supervision of a corrections officer, an inmate of Douglas County legally confined in Okanogan County shall not be removed therefrom by any person without written authorization from Douglas County or by order of any court having jurisdiction. Okanogan County agrees that no early releases

or alternatives to incarceration, including furloughs, passes, home detention, or Work Release shall be granted to any inmate housed pursuant to this Agreement without written authorization by the committing court. This paragraph shall not apply to an emergency necessitating the immediate removal of the inmate for medical, dental, psychiatric treatment or other catastrophic condition presenting an eminent danger to the safety of the inmate or to the inmates or personnel of Okanogan County. In the event of any such emergency removal, Okanogan County shall inform Douglas County of the whereabouts of the inmate or inmates so removed, at the earliest practicable time, and shall exercise all reasonable care for the safekeeping and custody of such inmate or inmates.

### Section 13.    ESCAPES

In the event any County inmate shall escape from Okanogan County's custody, Okanogan County will use all reasonable means to recapture the inmate. The escape shall be reported immediately to Douglas County. Okanogan County shall have the primary responsibility for and authority to direct the pursuit and retaking of the inmate or inmates within its own territory. Any cost in connection therewith shall be chargeable to and borne by Okanogan County; however, Okanogan County shall not be required to expend unreasonable amounts to pursue and return inmates from other states or other counties.

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### Section 14.    DEATH OF AN INMATE

(a)    In the event of the death of a Douglas County inmate, the Okanogan County coroner shall be notified. Douglas County shall receive copies of any records made at or in connection with such notification. Okanogan County will investigate any death within its facility and will allow Douglas County to join in the investigation.

(b)    Okanogan County shall immediately notify Douglas County of the death of a Douglas County inmate, furnish information as requested and, subject to the authority of the Okanogan County coroner, follow the instructions of Douglas County with regard to the disposition of the body. Written notice shall be provided within three calendar days of receipt by Douglas County of notice of such death. All expenses relative to any necessary preparation of the body and shipment charges shall be paid by Douglas County. With Douglas County's consent, Okanogan County may arrange for disposition of the inmate's remains and all matters related or incidental thereto, and all such expenses shall be paid by Douglas County. The provisions of this paragraph shall govern only the relations between or among the parties hereto and shall not affect the liability of any relative or other person for the disposition of the deceased or for any expenses connected therewith.

(c)    Douglas County shall receive a certified copy of the death certificate for any of its inmates who have died while in Okanogan County custody.

### Section 15.    RETAKING OF INMATES

In the event the confinement of any Douglas County inmate is terminated for any reason by either party, retaking of inmates shall be coordinated in the same manner and at the same rates as if this Agreement had not been terminated, or in a manner as agreed in writing by the parties.

## Section 16.     HOLD HARMLESS AND INDEMNIFICATION

(a)     Douglas County shall defend, indemnify and hold harmless Okanogan County, its officers, agents and employees from any claim, cost, judgment or damages, including attorneys' fees, arising from any Douglas County action or proceeding involving the confinement of any inmates from Douglas County in Okanogan County; provided that this subsection shall not apply to any such claim, cost, judgment or damage that arises out of or in any way results from any allegations of any intentional, willful or negligent act or omission on the part of Okanogan County or any officer, agent or employee thereof.

(b)     Okanogan County shall defend, indemnify and hold harmless Douglas County, its officers, agents and employees from any claim, cost, judgments or damages, including attorneys' fees, including third party claims, arising out of any action or omission of Okanogan County, its officers, agents, independent contractors, or employees while Douglas County inmates are in the custody of Okanogan County, or for any wrongful release of inmates placed in their custody, or for any claim by its employees, agents or independent contractors that may be asserted against Douglas County in performing this Agreement.

(c)     An inmate shall become the responsibility of Okanogan County at the point that the inmate(s) is booked into Okanogan County jail or when the inmate(s) has been released to the care, custody and control of Okanogan County, including without limitation the point at which Okanogan County, or its agents, picks up inmates or transports inmates as in Section 5, whichever occurs first. Okanogan County shall hold Douglas County harmless under the terms of this section for all claims arising out of the detention of the inmate(s). Accordingly, Okanogan County shall be held harmless by Douglas County under the terms of this Agreement, for claims arising out of the arrest of the inmate(s), or arising out of any situation occurring prior to the time that Okanogan County assumes responsibility for the inmate(s).

## Section 17.     INSURANCE

(a)     Each party agrees to provide the other with evidence of insurance coverage, in the form of a certificate of insurance from a solvent insurance provider and/or a letter confirming coverage from a solvent self-insurance pool, which is sufficient to address the insurance and indemnification obligations set forth in this Agreement.

(b)     Each party shall obtain and maintain coverage in minimum liability limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate for its liability exposures, including comprehensive general liability, errors and omissions, auto liability and police professional liability. The insurance policy shall provide coverage for those events that occur during the term of the policy, despite when the claim is made. For the purpose of this paragraph, membership in a self-insurance risk pool that provides coverage with limits that are no less than the policy, and limits identified above shall satisfy the requirements of this section.

Section 18. NO RIGHT TO REFUSE INMATE(S)

(a) Okanogan County shall not have the right to refuse to accept any inmate from Douglas County, unless in accordance with section 5(b) Douglas County has met the guaranteed bed space and no beds are available.

(b) When in the judgment of Okanogan County an inmate has a current illness or injury which may adversely affect the operations of the Okanogan County jail, has a history of serious medical problems, presents a substantial risk of escape, or presents a substantial risk of injury to other persons or property, the Director shall immediately notify Douglas County and the parties shall work together to address the Director's concerns.

Section 19. INDEPENDENT CONTRACTOR

In providing services under this contract, Okanogan County is an independent contractor and neither it nor its officers, agents or employees are employees of Douglas County for any purpose, including responsibility for any federal or state tax, industrial insurance or Social Security liability. Neither shall the provision of services under this contract give rise to any claim of career service or civil service rights, which may accrue, to an employee of Douglas County under any applicable law, rule or regulation.

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Section 20. FINANCING

There shall be no financing of any joint or cooperative undertaking pursuant to this Agreement. There shall be no budget maintained for any joint or cooperative undertaking pursuant to this Agreement.

Section 21. PROPERTY

This Agreement does not provide for the acquisition, holding or disposal of real or personal property.

Section 22. JOINT ADMINISTRATIVE BOARD

No separate legal or administrative entity is created by this Agreement. To the extent necessary, this Interlocal Agreement shall be administered by the Chair of the Douglas County Board of County Commissioners or his/her designee, and the Chair of the Okanogan County Board of Commissioners or his/her designee.

Section 23. NO THIRD-PARTY RIGHTS.

Except as expressly provided herein, nothing in this agreement shall be construed to permit anyone other than the parties hereto and their successors and assigns to rely upon the covenants and agreements herein contained nor to give any such third party a cause of action (as a third-party beneficiary or otherwise) on account of any nonperformance hereunder.

Section 24. SEVERABILITY.

If any portion of this Agreement is changed per mutual agreement, or any portion is held invalid, the remainder of the Agreement shall remain in full force and effect.

Section 25. INTEGRATION – ENTIRE AGREEMENT.

This written Agreement constitutes the complete and final agreement between the parties.

Section 26. GOVERNING LAW AND VENUE.

This Agreement shall be governed by the laws of the State of Washington, and venue for any lawsuit shall be the Okanogan County Superior Court.


Section 27. APPROVAL AND FILING.

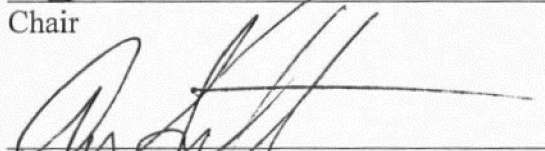
Each party shall approve this Agreement by resolution, ordinance or otherwise pursuant to the laws of the governing body of said party. The attested signature of the officials identified below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed with the Douglas County Auditor's office and Okanogan County Auditor's office pursuant to RCW 39.34.040.

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed in duplicate by the parties hereto and made effective on the day and year first above written:

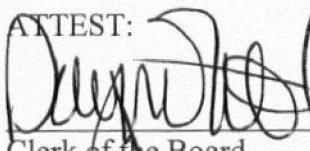
DATED at Okanogan, Washington this 12 day of June 2017.

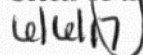
BOARD OF COUNTY COMMISSIONERS  
DOUGLAS COUNTY, WASHINGTON

  
Chair

  
Vice Chair

  
Commissioner

ATTEST:  
  
Clerk of the Board






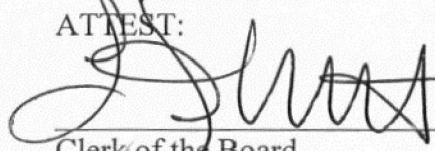
BOARD OF COUNTY COMMISSIONERS  
OKANOGAN COUNTY, WASHINGTON

**ABSENT**

Chair

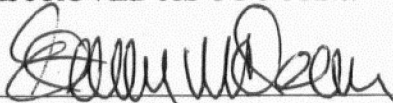
  
Vice Chair *acting Chair*

  
Commissioner

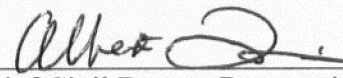
ATTEST:  
  
Clerk of the Board



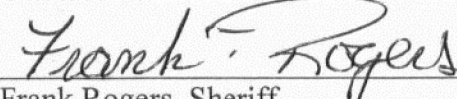
APPROVED AS TO FORM:

  
Prosecuting Attorney

APPROVED AS TO FORM:

  
Chief Civil Deputy Prosecuting Attorney

OKANOGAN COUNTY SHERIFF

  
Frank Rogers, Sheriff