

When recorded return to:
City of Olympia
PO Box 1967
Olympia, WA 98507-1967

**INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF OLYMPIA AND CITY OF PUYALLUP
FOR
PRISON RAPE ELIMINATION ACT (PREA) REPORTING**

Whereas, RCW 39.34.010 permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

Whereas, pursuant to RCW 39.34.080, each party is authorized to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform: provided, that such contract shall be authorized by the governing body of each party to the contract and shall set forth its purposes, powers, rights, objectives and responsibilities of the contracting parties;

Whereas, the Prison Rape Elimination Act, 42 USC §15601 (PREA), and implementation standards, require prisons to provide a means for offenders to make claims of abuse. PREA standard 28 CFR §115.51 b provides:

The agency shall also provide at least one way for inmates to report sexual abuse, sexual assault or sexual harassment to a public or private entity or office that is not part of the agency, and that is able to receive and immediately forward inmate reports of sexual abuse, sexual assault and sexual harassment to an agency official, allowing the inmate to remain anonymous upon request;

Whereas, it is the purpose of this agreement to establish the process and protocols whereby an offender under the jurisdiction of one party may contact the other party to report sexual abuse, sexual assault or sexual harassment.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the City of Olympia (OLYMPIA) and the City of Puyallup (PUYALLUP) agree as follows:

I. STATEMENT OF WORK

Both parties shall furnish the necessary personnel, equipment, material, and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work set forth in Exhibit "A" attached hereto and incorporated herein.

II. PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on July 1, 2015 and be perpetual, unless terminated as provided herein.

III. PAYMENT

This is a non-financial Agreement. Neither party shall seek compensation for work performed under this Agreement.

IV. RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents, and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These records shall be subject to full access and the right of examination, inspection, review, and audit by personnel of both parties, other personnel duly authorized by either party, and by such state and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after termination, if any, of this Agreement.

Records and other documents, in any medium, furnished by one party to this agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. Requests for disclosure will be forwarded to the furnishing party, which shall be solely responsible for responding to records requests received about the subject matter of this Agreement. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties. Each party shall be responsible to comply with its state laws and regulations regarding public access to public records.

V. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

VI. TERMINATION

This Agreement may be terminated at any time upon 30 days' prior written notification to the other party.

VII. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

VIII. WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in writing signed by an authorized representative of the party and attached to the original Agreement.

IX. INDEMNIFICATION AND INSURANCE

OLYMPIA and PUYALLUP each agree to defend, indemnify and hold the other, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including reasonable attorney fees, arising out of or in connection with each entity's respective performance of its responsibilities under the Agreement, except to the extent such injuries and damages are caused by the negligence of the other.

X. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end, the provisions of this Agreement are declared to be severable.

XI. ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

XII. RECORDING

Prior to its entry into force, this Agreement shall be filed with the Thurston County Auditor's Office or posted upon the websites or other electronically retrievable public source as required by RCW 39.34.040.

XIII. EMPLOYMENT RELATIONSHIP

Employees of each agency shall remain at all times under the direction and control of their original agency and the performance of work for any other agency pursuant to this Interlocal Agreement shall not change that relationship for any purpose. Neither agency shall be deemed to have agreed to pay the other agency's employees any wages or benefits afforded to its own employees. Further, each agency's responsibilities to its own employees for work place injuries shall remain unchanged by this Interlocal Agreement.

XIV. NOTICE

Any notice required under this Agreement shall be to the contract managers at the address listed below and shall become effective three days following the date of deposit in the United States Postal Service.

CITY OF OLYMPIA
Attn: Jail Manager
Re: PREA Interlocal Agreement with City of Puyallup
PO Box 1967
Olympia, WA 98507-1967

CITY OF PUYALLUP
Attn: Jail Manager
Re: PREA Interlocal Agreement with City of Olympia
311 W. Pioneer
Puyallup, WA 98371

XV. COUNTERPART SIGNATURES

This Agreement may be executed in one or more identical original counterparts, each of which is deemed an original, but all of which together shall constitute one and the same instrument. Further, each party agrees to accept signature pages communicated or delivered by electronic means as originals.

XVI. EFFECTIVE DATE

This Agreement shall take effect as of the date of filing or posting on the Cities' websites as required by RCW 39.34.040, whichever occurs first.

CITY OF OLYMPIA

CITY OF PUYALLUP

Mayor

(Name, Title)

Date: _____

Date: _____

Approved as to form:

Approved as to form:

Darren Menaber DCA
City Attorney

(Name), City Attorney

EXHIBIT A
STATEMENT OF WORK

The Department of Justice issued a final rule adopting national standards to prevent, detect, and respond to prison rape, pursuant to the Prison Rape Elimination Act of 2003 (PREA). This Intergovernmental Agreement promotes compliance with these standards, specifically with PREA standard 28 CFR §115.51(b):

The agency shall also provide at least one way for inmates to report sexual abuse, sexual assault or sexual harassment to a public or private entity or office that is not part of the agency, and that is able to receive and immediately forward inmate reports of sexual abuse, sexual assault and sexual harassment to agency official, allowing the inmate to remain anonymous upon request.

OLYMPIA and PUYALLUP will establish a means for offenders under their jurisdiction to report claims or allegations of sexual abuse, sexual assault or sexual harassment to the other party (the “receiving party”). This Intergovernmental Agreement does not convey or include within its scope authority for the receiving party to investigate those reports. The receiving party’s sole function with regard to such reports shall be to immediately forward them to the party having jurisdiction, who shall be responsible for investigating them (the “responsible party”).

Allegations reported by offenders may be done so anonymously.

OLYMPIA and PUYALLUP will work collaboratively to create a form that will be provided to offenders or may use the attached reporting form. This form will allow offenders to report and mail issues and allegations of sexual abuse, sexual assault and sexual harassment to the receiving party. Until then, the parties shall utilize the forms attached hereto. The parties may agree to use different forms without the need to amend this Intergovernmental Agreement.

The receiving party will log the report, then immediately forward the claim or allegation by scanning and emailing it to the responsible party, without regard for whether the form is apparently complete or incomplete. The responsible party shall utilize local procedures to contact the offender upon receipt of the report if needed.

Upon request or annually, the receiving party shall forward to the responsible party a copy of the log of reports received and forwarded.

Olympia Police Department, City Jail
**Report of Prison Rape Elimination Act (PREA) Allegation
 To an Outside Agency**

Submitted to: Puyallup Police Department
 311 W Pioneer
 Puyallup, WA 98371

THIS INFORMATION MAY BE SUBMITTED ANONYMOUSLY

Specific information regarding location is needed so prompt action may be taken.

Name:	
Date of Birth:	
Facility/Buildilng:	
Location of Incident:	
Date of Incident:	

This allegation involves:

Staff member(s) name:	Another inmate(s) name:
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Description of allegation/incident:

(Please provide details regarding location, people involved, witnesses, etc. as this will assist in the response and investigation process)

Signature (optional):	Date submitted:
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Puyallup Police Department, City Jail
Report of Prison Rape Elimination Act (PREA) Allegation
To an Outside Agency

Submitted to: Olympia Police Department Internal Affairs
P.O. Box 1967
Olympia, WA 98507

THIS INFORMATION MAY BE SUBMITTED ANONYMOUSLY

Specific information regarding location is needed so prompt action may be taken.

Name:	
Date of Birth:	
Facility/Building:	
Location of Incident:	
Date of Incident:	

This allegation involves:

Staff member(s) name:	Another inmate(s) name:
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Description of allegation/incident:

(Please provide details regarding location, people involved, witnesses, etc. as this will assist in the response and investigation process)

Signature (optional):	Date submitted:
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