

**BOARD OF COUNTY COMMISSIONERS
COUNTY OF KITTITAS
STATE OF WASHINGTON**

RESOLUTION NO. 2011- 005

**A RESOLUTION AUTHORIZING EXECUTION OF INTERLOCAL AGREEMENT
BETWEEN CHELAN COUNTY, WASHINGTON AND KITTITAS COUNTY,
WASHINGTON, FOR THE HOUSING OF INMATES IN THE CHELAN COUNTY
REGIONAL JUSTICE CENTER**

WHEREAS, RCW 39.34, the Interlocal Cooperation Act, provides the capability for public agencies to cooperate by providing services and facilities for mutual advantage; and

WHEREAS, The Chelan County Regional Justice Center (CCRJC) and the Kittitas County Sheriff are authorized by law to have charge and custody of the County Jail and the Kittitas County Prisoners or inmates, respectively; and

WHEREAS, Kittitas County wishes to designate the CCRJC as a place of confinement for the incarceration of one or more inmates lawfully committed to its custody; and

WHEREAS, Chelan County Department of Corrections is desirous of accepting and keeping in its custody such inmate(s) in the CCRJC 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 other county or city to perform any governmental services, activity or undertaking which each contracting county is authorized by law to perform.

NOW, THEREFORE, BE IT RESOLVED AND IT IS HEREBY ORDERED, That the Interlocal Agreement between Kittitas County and Chelan County that is attached and by this reference, incorporated into this Resolution, be established for the housing of Kittitas County inmates.

ADOPTED this 4th day of January 2011.

BOARD OF COUNTY COMMISSIONERS

KITTITAS COUNTY, WASHINGTON



Chairman



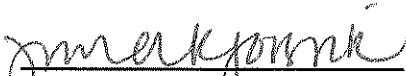
Vice-Chairman



Commissioner



ATTEST:
CLERK OF THE BOARD



Julie A. Kjorsvik

APPROVED AS TO FORM:



Stephanie U. Happold,
Deputy Prosecuting Attorney
WSBA#38112

**INTERLOCAL AGREEMENT BETWEEN CHELAN COUNTY, WASHINGTON AND KITTITAS
COUNTY, WASHINGTON, FOR THE HOUSING OF INMATES IN THE CHELAN COUNTY
REGIONAL JUSTICE CENTER**

THIS INTERLOCAL AGREEMENT is made and entered into on this 4th day of January, 20 11 by and between Kittitas County, Washington, a Washington municipal corporation, hereinafter referred to as "Kittitas County", and Chelan County, Washington, hereinafter referred to as "Chelan County", each party having been duly organized and now existing under the laws of the State of Washington.

WITNESSETH:

WHEREAS, The Chelan County Regional Justice Center and the Kittitas County Sheriff are authorized by law to have charge and custody of the County Jail and the Kittitas County prisoners or inmates, respectively; and

WHEREAS, Kittitas County wishes to designate the CCRJC as a place of confinement for the incarceration of one or more inmates lawfully committed to its custody; and

WHEREAS, Chelan County Department of Corrections is desirous of accepting and keeping in its custody such inmate(s) in the CCRJC 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 other county or city to perform any governmental service, activity or undertaking which each contracting county 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:

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 an inmate or inmates confined pursuant to this Agreement.

2. DURATION

This Agreement shall enter into full force and effect from January 1, 2011 and end December 31, 2011, subject to earlier termination as provided by Section 3 herein. This Agreement shall be renewed automatically for like successive periods under such terms and conditions as the parties

may determine. Nothing in this Agreement shall be construed to require Kittitas County to house inmates in Chelan County continuously.

3. TERMINATION

(a) By either party. 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 ninety (90) working days after receipt of such notice. Within said ninety (90) days, Kittitas County agrees to remove its inmate(s) from the CCRJC.

(b) By Kittitas County due to lack of funding. The obligation of Kittitas County to pay Chelan County under the provision of this Agreement beyond the current fiscal year is expressly made contingent upon the appropriation, budgeting availability of sufficient funds by Kittitas County. In the event that such funds are not budgeted, appropriated or otherwise made available for the purpose of payment under this Agreement at any time after the current fiscal year, then Kittitas County shall have the option of terminating the Agreement upon written notice to Chelan County, except that all services provided to that point shall be compensated at the agreed rate. The termination of this Agreement for this reason will not cause any penalty to be charged to Kittitas County.

(c) Termination for Breach. In the event either party breaches or fails to perform or observe any of the terms or conditions herein, and fails to cure such breach or default within seven (7) days of the offending party receiving written notice thereof, or, if not reasonably capable of being cured within such seven (7) days, within such other period of time as may be reasonable in the circumstances, the aggrieved party may terminate the offending party's rights under this Agreement in addition to and not in limitation of any other remedy at law or in equity, and the failure of the aggrieved party to exercise such right at any time shall not waive its right to terminate for any future breach or default.

(d) In the event of termination of this agreement for any reason, Kittitas County shall compensate Chelan County for prisoners housed by Chelan County after notice of such termination until Kittitas County retakes its inmates in the same manner and at the same rates as if this Agreement had not been terminated.

4. MAILING ADDRESSES

All notices, reports, and correspondence to the respective parties of this Agreement shall be sent to the following:

Chelan County: Chelan County Regional Justice Center
401 Washington St., Level 2
Wenatchee, WA 98801

Primary Contact Person: Phil Stanley, Director
Secondary Contact: Ronda McCallister, Administrative Program Manager

Kittitas County: Kittitas County Sheriff's Office

Commander Paula Hctor, Chief of Corrections
205 W. 5th, Suite 1/Jail
Ellensburg, WA 98626

Primary Contact Person: Commander Paula Hctor

Notices mailed shall be deemed given on the date mailed. The parties shall notify each other in writing of any change of address.

5. DEFINITIONS

The parties hereby agree that the following terms shall have the specified meanings unless indicated otherwise herein:

(a) Day. One prisoner day shall be each day or portion thereof which a prisoner appears in custody on the jail management system. The count shall be conducted by the jail management system and each participating jurisdiction shall be charged for each prisoner who is detained in the Regional Justice Center on a charge and/or conviction from the participating jurisdiction. If the prisoner has a pending charge and/or conviction from more than one jurisdiction, the cost for that prisoner shall be divided proportionately.

(b) Inmate Classifications shall be pursuant to the Chelan County Objective Jail Inmate Classification System which is modeled after the National Institute of Corrections Jail Classification System:

- (i) "Minimum" classification shall apply to those inmates who present a low risk to staff and the community.
- (ii) "Medium" classification shall apply to those inmates who present a moderate risk to staff and the community.
- (iii) "Maximum" classification shall apply to those inmates who present a substantial risk to staff and the community.

6. COMPENSATION

(a) Rates. Chelan County agrees to accept and house Kittitas County's inmates for compensation per inmate at the rate of \$70.00 per day (also see #12 below). This includes minimum and medium classification inmates. The parties agree that Chelan County will not charge a separate booking fee in addition to such rate. The date of booking into the CCRJC of Kittitas County's inmates, no matter how little time of a twenty-four (24) hour day it constitutes, shall count as one day and shall be billed to Kittitas County as a day of custody in Chelan County.

(b) Billing and Payment. Chelan County agrees to provide Kittitas County with an itemized bill listing all names of inmates who are housed, the number of days housed (including the date and time of booking and date and time of release), and the dollar amount due for each. Chelan County agrees

to provide said bill by the 10th of each month. Kittitas County agrees to make payment to Chelan County within 30 days of receipt of such bill for the amount billed for the previous calendar month.

7. RIGHT OF INSPECTION

Kittitas County shall have the right to inspect, at all reasonable times, all Chelan County facilities in which inmates of Kittitas County are confined in order to determine if such jail maintains standards of confinement acceptable to Kittitas County and that such inmates therein are treated equally regardless of race, religion, color, creed or national origin; provided, however, that Chelan County shall be obligated to manage, maintain and operate its facilities consistent with all applicable federal, state and local laws and regulations.

8. FURLOUGHS, PASSES, AND WORK RELEASE

Chelan County agrees that no early releases or alternatives to incarceration, including furloughs, passes, electronic home detention or work release shall be granted to any inmate housed pursuant to this Agreement without written authorization by the committing court.

9. INMATE ACCOUNTS

Chelan County shall establish and maintain an account for each inmate received from Kittitas County and shall credit to such account all money which is received and shall make disbursements, debiting such accounts in accurate amounts for the inmate's personal needs. Disbursements shall be made in limited amounts as are reasonably necessary for personal maintenance. The Director of the CCRJC shall be accountable to Kittitas County for such inmate funds. At either the termination of this Agreement, the inmate's death, release from incarceration, or return to either Kittitas County or indefinite release to the court, the inmate's money shall be transferred to either the inmate's account in care of Kittitas County, at such time Kittitas County shall be accountable to the inmate for said fund, or to the inmate.

10. INMATE PROPERTY

Kittitas County may transfer to Chelan County only limited amounts of personal property of the Kittitas County's inmates' recovered from or surrendered by inmates to Kittitas County upon booking. Personal property in excess of one simple "grocery bag" shall at no time be transferred to Chelan County.

11. RESPONSIBILITY FOR OFFENDER'S CUSTODY

It shall be the responsibility of Chelan 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 the 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 Chelan County, or any of its agents, to provide service, 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. Nothing herein shall be construed as to require Chelan County to provide services, treatment, facilities or programs to Kittitas County's inmates above, beyond or in addition to that required by applicable law.

12. MEDICAL SERVICES

(a) Inmates shall receive such medical, psychiatric and dental treatment when emergent and necessary to safeguard their health while housed in the CCRJC. Chelan County shall provide or arrange for the providing of such medical, psychiatric and dental services. Except for routine minor medical services provided in the CCRJC, Kittitas County shall pay directly or reimburse Chelan County for any and all costs associated with the delivery of any emergency and/or major medical service provided to Kittitas County's inmates. Kittitas County shall be responsible for any and all medical, psychiatric and dental treatment provided outside of the CCRJC and shall be billed therefore. Examples of medical services which may be provided in the CCRJC but which are not routine, and for which Kittitas County shall be billed include, but are not necessarily limited to, HIV/AIDS treatment, chemotherapy, dialysis treatment, and hemophiliac treatment. No psychiatric or dental treatment can be provided in the CCRJC; all psychiatric and dental treatment of Kittitas County's inmates shall be billed to Kittitas County.

(b) If Chelan County becomes aware that a Kittitas County prisoner is in need of medical health care requiring the assistance of a medical health care services provider, then Chelan County shall make reasonable effort to notify Kittitas County prior to obtaining said service. If Kittitas County is contacted and does not authorize Chelan County to obtain the service, then Kittitas County shall within eight hours pick up the prisoner from Chelan County. Provided, in the case of emergency, Chelan County may notify Kittitas County after the service has been provided.

(c) An adequate record of all such services shall be kept by Chelan County for Kittitas County's review at its request, to the extent consistent with confidentiality regulations. Any medical or dental services of major consequence shall be reported to Kittitas County as soon as time permits.

(d) Should medical, psychiatric or dental services require hospitalization, Kittitas County agrees to compensate Chelan County dollar for dollar any amount expended or cost incurred in providing the same; provided that, except in emergencies, Kittitas County will be notified by contacting the Corrections Duty Supervisor or a member of the Command Staff at Kittitas County prior to the inmate's transfer to a hospital, if and when circumstances allow, or as soon afterward as practicable.

(e) Upon payment to Chelan County by Kittitas County for inmate's health care expense, Chelan County will assign to Kittitas County, if requested by Kittitas County, any and all right to reimbursement for medical expenses authorized under RCW 70.48.130.

13. DISCIPLINE

Chelan County shall have physical control over and power to execute disciplinary authority over all inmates of Kittitas County's. However, nothing contained herein shall be construed to authorize or permit the imposition of a type of discipline prohibited by applicable law.

14. RECORDS AND REPORTS

(a) Kittitas County shall forward to Chelan County before or at the time of delivery of each inmate a copy of all inmate records pertaining to the inmate's present incarceration. If additional information is requested regarding a particular inmate, the parties shall mutually cooperate to provide any additional information in a timely manner.

(b) Chelan 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 Chelan County, Kittitas County shall upon request be entitled to receive and be furnished with copies of any report or records associated with said inmate(s) incarceration.

15. REMOVAL FROM THE JAIL

An inmate of Kittitas County's legally confined in Chelan County shall not be removed therefrom by any person without written authorization from Kittitas County or by order of any court having jurisdiction. Kittitas County hereby designates Commander Paula Hctor the official authorized to direct Chelan County to remove Kittitas County's inmates from the CCRJC. Chelan County agrees that no early releases or alternatives to incarceration including furloughs, passes, work release, work crews or electronic home detention shall be granted to any inmate without written authorization from the committing court. This paragraph shall not apply to an emergency necessitating the immediate removal of the inmate for medical, psychiatric, dental treatment or other catastrophic condition presenting an eminent danger to the safety of the inmate or to the inmates or personnel of Chelan County. In the event of any such emergency removal, Chelan County shall inform Kittitas County of the whereabouts of the inmate or inmates so removed, at the earliest practicable time, and shall exercise all reasonable care for the safe keeping and custody of such inmate or inmates.

16. ESCAPES

In the event any Kittitas County inmate escapes from Chelan County's custody, Chelan County will use all reasonable means to recapture the inmate. The escape shall be reported immediately to Kittitas County. Chelan 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 Chelan County; however, Chelan County shall not be required to expend unreasonable amounts to pursue and return inmates from other counties, states or countries.

17. DEATH OF AN INMATE

(a) In the event of the death of a Kittitas County inmate, the Chelan County Coroner shall be notified. Kittitas County shall receive copies of any records made at or in connection with such notification.

(b) Chelan County shall immediately notify Kittitas County of the death of a Kittitas County inmate, furnish information as requested, and follow the instructions of Kittitas County with regard to the disposition of the body. In the case of an unattended death, suspicious death, or criminal case, the Chelan County Coroner would have authority over the deceased and would coordinate with local

law enforcement to finish the investigation prior to the release of the deceased inmate. Kittitas County hereby designates Commander Paula Hctor or Undersheriff Clayton Myers the official authorized to request information from and provide instructions to Chelan County regarding deceased inmates. The body shall not be released except on written order of said appropriate official of Kittitas County. Written notice shall be provided within three (3) weekdays of receipt by Kittitas County of notice of such death. All expenses relative to any necessary preparation of the body and shipment charges shall be paid by Kittitas County. With Kittitas County's consent, Chelan County may arrange for burial and all matters related or incidental thereto, and all such expenses shall be paid by Kittitas 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 persons for the disposition of the deceased or for any expenses connected therewith.

(c) Kittitas County shall receive a certified copy of the death certificate for any of its inmates who dies while in Chelan County's custody.

18. RETAKE OF INMATES

Upon request from Chelan County, Kittitas County shall, at its expense, retake any Kittitas County inmate within thirty-six (36) hours after receipt of such request. In the event the confinement of any Kittitas County inmate is terminated for any reason, Kittitas County shall, at its expense, retake such inmate at the CCRJC Facility.

19. HOLD HARMLESS AND INDEMNIFICATION

Chelan County agrees to hold harmless, indemnify and defend Kittitas County, its officers, agents and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of Chelan County, its officers, agents, or employees, in connection with the services required by the Agreement, provided, however, that:

(a) Chelan County's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or negligence of Kittitas County, its officers, agents or employees or sub-consultants; and

(b) Chelan County's obligations to indemnify, defend and hold harmless for injuries, sickness, death or damage caused by or resulting from the concurrent negligence or willful misconduct of the Chelan County and Kittitas County or of Chelan County and a third party other than an officer, agent or employee of Chelan County, shall apply only to the extent of the negligence or willful misconduct of Chelan County.

20. RIGHT OF REFUSAL AND TRANSPORTATION

(a) Chelan County shall have the right to refuse to accept any inmate from Kittitas County when, in the opinion of Chelan County, its inmate census is at capacity that there is a substantial risk that, through usual operation of the jail, the reasonable operational capacity limits of the jail might be reached or exceeded.

(b) Chelan County shall further have the right to refuse to accept any inmate from Kittitas County who, in the judgment of Chelan County, has a current illness or injury which may adversely affect the operations of the CCRJC, 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, or is classified as a maximum security inmate pursuant to Chelan County's Objective Jail Classification System. The inmate should be an inmate who has already been sentenced by the jurisdiction, and should not be on pre-trial status.

(c) Kittitas County prisoners incarcerated in Chelan County pursuant to this Agreement shall be transported to Chelan County and at the expense of Chelan County and shall be returned, if necessary, to Kittitas County by Chelan County personnel and at the County's expense provided that notice of the necessity of transport is received by Chelan County three (3) days prior to the time of expected transport. Kittitas County hereby designates Commander Paula Hctor, Sgt. Dave Millett, and Sgt. Shawn Stredwick the officials authorized to notify Chelan County of the dates for transport and the specific inmates to be transported.

21. INDEPENDENT CONTRACTOR

In providing services under this contract, Chelan County is an independent contractor and neither it nor its officers, agents or employees are employees of Kittitas 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 Agreement give rise to any claim of career service or civil service rights, which may accrue to an employee of Kittitas County under any applicable law, rule or regulation.

22. GENERAL PROVISIONS

(a) Severability. In the event any provisions of this Agreement shall be determined to be unenforceable or otherwise invalid for any reason, such provisions shall be enforced and valid to the extent permitted by law. All provisions of this Agreement are severable and unenforceability or invalidity of a single provision herein shall not affect the remaining provisions.

(b) Governing Law and Venue. This Agreement shall be governed by the laws of the State of Washington, and venue for any lawsuit shall be consistent with RCW 36.01.050.

(c) Attorney's Fees. In the event it is necessary for either party to utilize the services of an attorney to enforce any of the terms of this Agreement, such enforcing party shall be entitled to compensation for its reasonable attorney's fees and costs. In the event of litigation regarding any terms of this Agreement, the substantially prevailing party shall be entitled, in addition other relief, to such reasonable attorney's fees and costs as determined by the Court.

(d) Waiver of Breach. The waiver by either party of the breach of any provision of this Agreement by the other party must be in writing and shall not operate nor be construed as a waiver of any subsequent breach by such other party.

(e) Savings Clause. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provisions of

this Agreement and any statute, law, public regulation or ordinance, the latter shall prevail but in such event, the provisions of this Agreement affected shall be curtailed and limited only to the extent necessary to bring it within legal requirements.

(f) Filing. This Agreement shall be filed with the Parties' Auditor's Office, or alternatively, listed by subject on the Parties' websites or other electronically retrievable public source pursuant to RCW 39.34.040.

(g) Property. Unless otherwise specifically agreed by the parties in writing or expressly provided in this Agreement, all property, person and real, utilized by the parties hereto in the execution of this Agreement shall remain the property of that party initially owning it.

23. INTERPRETATION

This Agreement has been submitted to the scrutiny of all parties and their counsel, if desired, and it shall be given a fair and reasonable interpretation in accordance with its words, without consideration or weight given to its being drafted by any party or its counsel. All words used in the singular shall include the plural; the present tense shall include the future tense; and the masculine gender shall include the feminine and neuter gender.

24. ACCESS TO RECORDS CLAUSE

The parties hereby agree that authorized representatives of the parties shall have access to any books, documents, paper and record of the other party that are pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions. All such records and all other records pertinent to this Agreement, and work undertaken pursuant to this Agreement shall be retained by the parties for a period of six (6) years after the final expiration date of this Agreement or any amendments hereto, unless a longer period is required to resolve audit, findings or litigation. In such cases, the parties may expressly agree by an amendment or separate agreement for such longer period for record retention.

25. ENTIRE AGREEMENT

This Agreement represents the entire integrated Agreement between Kittitas County and Chelan County and supercedes all prior negotiations, representations or agreements, either written or oral.

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

BOARD OF KITTITAS COUNTY
COMMISSIONERS



Chair



BOARD OF CHELAN COUNTY
COMMISSIONERS

ABSENT
Keith Goehner, *Commissioner*

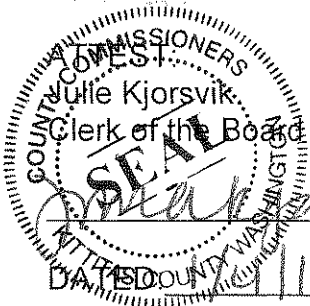
Keith Goehner, *Commissioner*

[Signature]

Vice-Chair

[Signature]

Commissioner



Ulie Kjorsvik
Clerk of the Board

[Signature]

DATED: 12/7/11

[Signature]

Sheriff Gene Dana

Approved as to Form:

[Signature]
Stephanie U. Happold, Civil DPA #38112

[Signature]
Doug England, Chairman

[Signature]
Ron Walter, Commissioner

ATTEST:
Sally Taylor
Clerk of the Board

[Signature]

DATED: 12-7-2010

[Signature]

Phil Stanley, Director
Chelan County Regional Justice Center

Approved as to Form:

[Signature]
Gary A. Riesen, Chelan County Prosecutor

