

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

RESOLUTION NO.: 2009-__

**RESOLUTION TO APPROVE INTERLOCAL AGREEMENT BETWEEN KITTITAS
COUNTY AND FRANKLIN COUNTY FOR KITTITAS COUNTY TO SUPERVISE
FRANKLIN COUNTY'S WORK RELEASE INMATES**

WHEREAS, RCW 39.34, 70.48, and other Washington law, as amended, authorizes any county to contract with any other county to perform any governmental service, activity or undertaking which each contracting county is authorized by law to perform; and

WHEREAS, The Kittitas County Sheriff desires to contract with Franklin County to supervise Franklin County work release inmates when allowed by the committing court; and

WHEREAS, The Board of Franklin County Commissioners, on behalf of Franklin County, has already approved this agreement in Franklin County Resolution No. 2009-387 and this resolution is attached as Exhibit A; and

WHEREAS, The Kittitas County Board of County Commissioners constitutes the legislative authority of Kittitas County and desires to enter into the attached agreement as being in the best interest of Kittitas County.

NOW, THEREFORE BE IT RESOLVED: The Kittitas County Board of County Commissioners hereby approves the attached Interlocal Agreement between Kittitas County and Franklin County for Kittitas County to supervise Franklin County's work release inmates.

ADOPTED this _____ day of _____ 2009.

**BOARD OF COUNTY COMMISSIONERS
KITTITAS COUNTY, WASHINGTON**

Alan Crankovich, Chairman

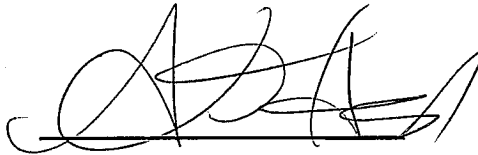
Paul Jewell, Vice-Chairman

Mark McClain, Commissioner

ATTEST:
CLERK OF THE BOARD

APPROVED AS TO FORM:

Julie A. Kjorsvik

A handwritten signature in black ink, appearing to read 'Stephanie U. Happold', written over a horizontal line.

Stephanie U. Happold,
Deputy Prosecuting Attorney
WSBA#38112

2009 387

**INTERLOCAL AGREEMENT BETWEEN FRANKLIN COUNTY, WASHINGTON AND
KITTITAS COUNTY, WASHINGTON, FOR KITTITAS COUNTY SUPERVISING
FRANKLIN COUNTY'S WORK RELEASE INMATES**

THIS Agreement is made and entered into on this 14th day of SEPT., 2009 by and between Kittitas County, Washington, hereinafter referred to as "Kittitas County", and Franklin County, Washington, hereinafter referred to as "Franklin County", each party having been duly organized and now existing under the laws of the State of Washington.

WITNESSETH:

WHEREAS, Franklin County Sheriff and the Kittitas County Sheriff are authorized by law to have charge and custody of the County Jail and the County prisoners, including work-release inmates, respectively; and

WHEREAS, Both parties wish to allow Kittitas County to supervise Franklin County's work-release inmates when allowed by the committing court and when the inmate is approved by the Kittitas County Sheriff's Office; and

WHEREAS, RCW 39.34, 70.48, and other Washington law, as amended, authorizes any county to contract with any other county 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, 70.48, and other Washington law, as amended.

NOW, THEREFORE, in consideration of the above and foregoing recitals, 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(s) confined pursuant to this Agreement.

2. SCOPE OF WORK

- Kittitas County will go on-site to inmates' places of work to check that inmates are following committing court requirements;
- Kittitas County will keep track of hours inmates have worked;
- Kittitas County will keep track of money owed by work release inmates;
- Kittitas County will administer any drug or breath tests.
- Kittitas County will make sure work release inmates' clothing is laundered and meals are provided.

3. DURATION

This Agreement shall enter into full force and effect once both parties have executed the Agreement and shall continue until terminated as provided by Section 4 herein.

4. TERMINATION

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. Any Franklin County work-release inmate that is under Kittitas County supervision when this Agreement is terminated will finish out his/her work-release sentence with Kittitas County.

5. MAILING ADDRESSES

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

Franklin County: Franklin County Sheriff's Office
1016 N. 4th Avenue
Pasco, WA 99301-3706

Primary Contact Person: Cpt. Rick Long
Secondary Contact: Sgt. Gary Keever

Kittitas County: Kittitas County Sheriff's Office
307 Umptanum Road
Ellensburg, WA 98926

Primary Contact Person: Commander Hocter
Secondary Contact: Sgt. Millett or Sgt. Stredwick

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

6. DEFINITIONS

"work-release inmate" – Inmate that is sentenced for a crime but is eligible by the committing court for work release. Inmate must first fill out the Kittitas County work release application and pay a fee. Then the inmate is screened by Kittitas County to see if he/she is qualified for the program. If the inmate passes the process, a work schedule is provided to the Kittitas County Corrections Center and the inmate is allowed to work. The inmate must pay all the program fees and follow the program rules or be removed from the work release program.

7. COMPENSATION

A. Franklin County will not pay compensation to Kittitas County for supervising work-release inmates.

B. Work-release inmate compensation to Kittitas County:

(1) The inmate shall pay \$60.00 dollars a day for housing to Kittitas County. This fee is paid in full for the entire sentence before entering into the Kittitas County Corrections Center and the work release program.

(2) The inmate shall pay \$20.00 a day for the work release program to Kittitas County. The first two weeks shall be paid in advance and the payment of two week increments will begin two weeks after the initial payment.

8. RIGHT OF INSPECTION

Each County shall have the right to inspect, at all reasonable times, the other County's facilities and records in order to determine if the work release standards of confinement are acceptable and that such inmates therein are treated equally regardless of race, religion, color, creed or national origin.

9. FURLOUGHS, PASSES, AND WORK RELEASE

Any furloughs or passes shall be granted by the committing court. Kittitas County will not grant furloughs or any passes outside the work release program.

10. INMATE ACCOUNTS

Kittitas County shall establish and maintain an account for each work-release inmate received from Franklin 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.

11. INMATE PROPERTY

Inmate Property will be treated like any other inmate housed in Kittitas County Corrections Center.

12. RESPONSIBILITY FOR OFFENDER'S CUSTODY

It shall be the responsibility of Kittitas 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 Kittitas 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 Kittitas County to provide services, treatment, facilities or programs to Franklin County inmates above, beyond or in addition to that which is required by applicable law.

13. DISCIPLINE

Kittitas County shall have physical control over and power to execute disciplinary authority over all inmates of Kittitas County. 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

Kittitas County will fill out a Jail Time Certification when the inmate has completed his/her required sentence. This paperwork will go to the inmate and it is his/her responsibility to notify the charging county.

15. ESCAPES

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

16. HOLD HARMLESS AND INDEMNIFICATION

Each party agrees to be responsible and assume liability for its own wrongful

and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law, and further agrees to save, indemnify, defend, and hold the other party harmless from any such liability. It is further provided that no liability shall attach to the parties by reason of entering into this contract except as expressly provided herein.

17. 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 the unenforceability or invalidity of a single provision herein shall not effect 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 to 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, signed by an authorized representative(s) of said waiving party, 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 the extent necessary to bring it within legal requirements.

(f) Filing. This Agreement shall be filed with each County's Auditor's Office or, alternatively, listed by subject on each or either party's web site or other electronically retrievable public source, pursuant to RCW 39.34.040.

(g) Administrator. As per RCW 39.34.030(4)(a), Undersheriff Clay Myers.

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

18. 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.

19. 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 which 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 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.

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:

COUNTY OF FRANKLIN

FRANKLIN COUNTY
BOARD OF COMMISSIONERS



Rick Miller, Chair



Robert E. Koch, Chair Pro Tem



Brad Peck, Member

COUNTY OF KITTITAS

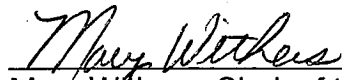
KITTITAS COUNTY
BOARD OF COMMISSIONERS

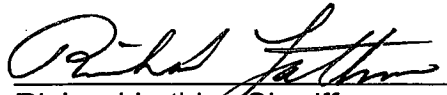
Alan Crankovich, Chair

Paul Jewell, Vice Chair

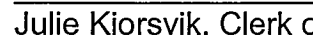
Mark McClain, Commissioner

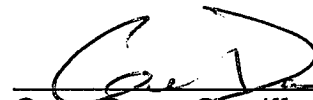
ATTEST:


Mary Withers, Clerk of the Board

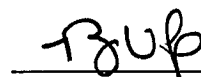

Richard Lathin, Sheriff

ATTEST:


Julie Kjorsvik, Clerk of the Board


Gene Dana, Sheriff

APPROVE AS TO FORM ONLY:


Ryan E. Verhulp, Chief Civil
Deputy Prosecuting Attorney

APPROVE AS TO FORM ONLY:

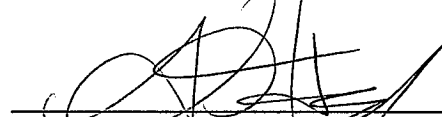

Deputy Prosecuting Attorney

Exhibit A

FRANKLIN COUNTY RESOLUTION NO. 2009 387

BEFORE THE BOARD OF COMMISSIONERS OF FRANKLIN COUNTY,
WASHINGTON

RE: INTERLOCAL AGREEMENT BETWEEN FRANKLIN COUNTY AND
KITTITAS COUNTY FOR KITTITAS COUNTY TO SUPERVISE FRANKLIN
COUNTY'S WORK RELEASE INMATES

WHEREAS, the Franklin County Sheriff desires to contract with Kittitas County to supervise Franklin County work release inmates when allowed by the committing court; and

WHEREAS, pursuant to RCW 39.34 and 70.48, local governmental units are permitted 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 36.01.010 and RCW 36.32.120 the legislative authority of each county is authorized to enter into contracts on behalf of the County and have the care of County property and management of County funds and business; and

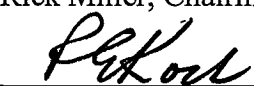
WHEREAS, the Board of Franklin County Commissioners constitutes the legislative authority of Franklin County and desires to enter into the attached agreement as being in the best interest of Franklin County;

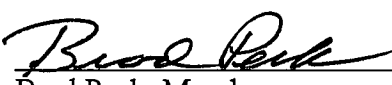
NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby approves the attached Interlocal Agreement between Franklin County and Kittitas County for Kittitas County to supervise Franklin County's work release inmates.

APPROVED this 14th day of September 2009.

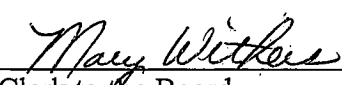
BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Rick Miller, Chairman


Robert E. Koch, Chair Pro Tem


Brad Peck, Member

Attest:


Clerk to the Board

Originals: Franklin County Auditor
Kittitas County Auditor

cc: Franklin County Prosecutor
Franklin County Sheriff
Franklin County Corrections
Kittitas County Sheriff