INTERLOCAL AGREEMENT BETWEEN CITY OF CLE ELUM, WASHINGTON AND KITTITAS COUNTY, WASHINGTON, FOR THE HOUSING OF INMATES FOR YEARS 2012 - 2013

THIS INTERLOCAL AGREEMENT is made and entered into on this 13th day of December, 2011 by and between Kittitas County, Washington, a Washington municipal corporation, hereinafter referred to as "County", and the City of Cle Elum, Washington, hereinafter referred to as "City", each party having been duly organized and now existing under the laws of the State of Washington. Both entities may be referred to in this Agreement collectively as "Parties" or individually as "Party".

WITNESSETH:

WHEREAS, Kittitas County owns and operates a jail, located within the City of Ellensburg; and

WHEREAS, the City of Cle Elum operates a police department whose officers from time to time arrest or cite persons with misdemeanors or gross misdemeanors which may result in jailing of the person cited or arrested; and

WHEREAS, the City does not own or operate its own jail and seeks to contract for jail services from the County; and

WHEREAS, the County has expressed a willingness to provide jail services to the City; and

WHEREAS, the state Interlocal Cooperation Act, chapter 39.34 RCW, and RCW 70.48.090 authorize cooperative efforts between government entities in the providing of services; Now, Therefore,

It is hereby AGREED to by the parties as follows:

I. DEFINITIONS

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

(a) Day. A twenty-four hour-long unit of time commencing at 00:00:01 a.m., and ending 23:59:59 p.m.

(b) Inmate Classifications shall be pursuant to the Kittitas County Corrections Center Objective Jail Inmate Classification which is modeled after the National Institute of Corrections Jail Classification.

(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.

(c) City Prisoner means a person arrested by a City Police Officer or another law enforcement agency on behalf of the City of Cle Elum and booked into the Kittitas County Corrections Center (KCCC) or housed by KCCC for a Misdemeanor or Gross Misdemeanor criminal offense that allegedly occurred within the City of Cle Elum.

II. Criteria for Determining Prisoner Status:

For the purposes of this flat rate agreement:

City prisoners being booked into the Kittitas County Corrections Center shall remain the responsibility of the City Officer and shall not be deemed an inmate of that facility until the City prisoner is accepted by Corrections staff at the time of booking.

Individuals who are arrested by City Officers on behalf of another law enforcement agency (outside warrants or agency assists) and no criminal charges are filed for alleged criminal offences within the City of Cle Elum, shall not be deemed a "City Prisoner".

Individuals who are arrested by an outside agency on behalf of the City of Cle Elum and housed in the Kittitas County Corrections Center solely on charges resulting from an alleged criminal offence having occurred within the City of Cle Elum shall be deemed a "City prisoner".

III. Jail and Medical Services

A. Inmates deemed City Prisoners shall receive such medical, psychiatric and dental treatment when emergent and necessary to safeguard their health while housed in the Kittitas County Corrections Center. The County will provide or arrange for providing of such medical, psychiatric and dental services. The County will attempt good faith efforts in seeking reimbursement from the City Prisoner. However, except for routine minor medical services provided by the County, the City shall ultimately be responsible and pay directly or reimburse the County for any and all costs associated with the delivery of any emergency and/or major medical service provided to the City Prisoners. The City shall be responsible for any and all emergent medical, dental and psychiatric treatment provided outside of the Kittitas County Corrections Center and shall be billed therefore.

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

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

D. Should medical, psychiatric or dental services require hospitalization, the City agrees to compensate the County dollar for dollar any amount expended or cost incurred in providing the same; provided that, except in emergencies, the City will be notified by contacting the duty supervisor at the City prior to the prisoner's transfer to a hospital, if and when circumstances allow, or as soon afterward as practicable.

E. In the event a City Prisoner is being held on additional charges from another contracted jurisdiction (Kittitas, Cle Elum, Ellensburg), the City's responsibility for medical costs attributable to that prisoner shall be no greater than that of the other jurisdiction(s).

F. Upon payment to the County by the City for the prisoner's health care expense, the County will assign to the City, if requested by the City, any and all right to reimbursement for medical expenses authorized under RCW 70.48.130.

IV. Transportation

The City shall be responsible for the transportation of City prisoners housed in the Kittitas County Corrections Center for all purposes, outside the courthouse, ***unless agreed upon otherwise by the parties in a specific instance.***

V. Compensation to be paid by the City

The County agrees to accept and house the City Prisoners for compensation per prisoner at the rate of $ 55.00 per day (also see Section III). This includes minimum, medium and maximum classification inmates. The parties agree that the County will not charge the City a separate booking fee in addition to such rate. The date of booking into, and the date of release from, the Kittitas County Corrections Center of the City Prisoners, no matter how little time of a twenty-four hour day it constitutes, shall count as one day and shall be billed to the City as a day of custody in the County.

VI. Billing and Billing Dispute Resolution Procedures

A. The County shall transmit billings to the Chief of Police on the following dates: April 15th, July 15th, October 15th, and January 15th. Within forty-five (45) days after receipt, the City shall pay the full amount billed or withhold any portion thereof related to disputed medical costs and provide the County written notice specifying the amount withheld and the grounds for withholding such amount, together with payment of the remainder of the amount billed.

B. Interest on unpaid balances not paid within 45 days of billing shall be computed at 1% of the unpaid balance per month.

C. Withholding of any amount billed shall constitute a dispute to be resolved as follows:

1. The Sheriff, County Prosecuting Attorney, Police Chief and City Attorney or their designees shall attempt to resolve the dispute by negotiation. Negotiation meetings may be conducted once per quarter meeting in the months of January, April, July, and October if requested. If negotiations are unsuccessful, the dispute shall be referred to the City Mayor and the Chair of the Board of County Commissioners for settlement. If not resolved by them within thirty (30) days of referral, the City Mayor and Chair may by mutual written consent apply to the Superior Court Judge for appointment of an arbitrator whose decision shall be final and binding on both parties. If mutual written consent to apply for the appointment of an arbitrator is not reached, either party may seek court action to decide the disputed contract provision.

2. Any amount withheld from a billing, plus interest thereon as set forth in Sec VI (B) determined owed to the County pursuant to the billing dispute resolution procedure described above shall be paid by the City within thirty (30) days of the negotiated resolution, arbitrator's decision or court finding.

D. Each party may examine the other's books and records to verify charges. If an examination reveals an improper charge, the amount shall be applied to the next quarter and subsequent quarter's payments until the credit has been exhausted. Any unused credit, which exists at the termination of this agreement, shall be refunded within thirty (30) days of the date of termination.

E. Billing Statements. The County shall provide a billing statement each quarter in accordance with section VI- A.

F. Unpaid balances over 60 days in arrears may result in cancellation of access to the Corrections Center for booking of non-felony prisoners.

Upon cancellation of this agreement, the City would be responsible for making its own arrangements for the booking of all City misdemeanors, gross misdemeanor, and court committed prisoners. The City would be responsible for all transportation, housing, medical and supervision costs for such prisoners.

VII. Term

This agreement shall be effective January 1, 2012 and shall extend for a period of two years until midnight, December 31, 2013.

VIII. Termination

Either party prior to the date may terminate the agreement specified in Section VI-B, by providing the other party gives ninety (90) days prior written notice. The notice shall state the grounds for termination and the specific plan for accommodating the affected jail population.

IX. Indemnification

A. The County shall defend, indemnify, and hold harmless the City, its agents, employees and officers from any and all liability arising out of the performance of this agreement, whether by act or omission of the County, its agents, employees or officers. Such liability shall include but not be limited to, intentional acts, negligence, and violations of prisoner's constitutional rights.

B. The City shall defend, indemnify and hold harmless the County, its agents, employees and officers from any and all liability arising out of the performance of this agreement, whether by act or omission of the City, it's agents, employees, or officers. Such liability includes, but is not limited to, false arrest and false imprisonment.

C. The County and City hereby waive, as to each other only, their immunity from suit under the Industrial Insurance Act, Title 51 RCW. This waiver of immunity was mutually negotiated by the parties hereto.

D. The provisions of this Section IX shall survive any termination or expiration of this Agreement.

X. Entire Contract

This agreement represents the entire understanding of the parties and supersedes any oral representations that are inconsistent with or modify its terms and conditions.

XI. Modification

This agreement may be modified and amended only in writing and signed by the parties hereto.

XII. General Provisions:

Administrator: The administrator for this contract will be Undersheriff Clayton Myers, and City Administrator Matthew Morton.

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.

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 of invalidity of a single provision herein shall not affect the remaining provisions.

Filing:

Pursuant to RCW 39.34.040, this Agreement shall be posted on the Kittitas County's public website.

Governing Law:

This Agreement shall be governed by and construed in accordance with the Laws of State of Washington.

Venue:

The venue for any action to enforce or interpret this Agreement shall be in the Kittitas County Superior Court.

KITTITAS COUNTY

Sheriff

Chair, Board of Commissioners

Vice-Chairman

Commissioner

CITY OF CLE ELUM

Mayor

ATTEST:_____
Clerk of the Board

ATTEST: _____
City Clerk

Approved as to form:

_____
Prosecuting Attorney

Approved as to form:

_____
City Attorney