

**INTERLOCAL AGREEMENT BETWEEN CITY OF SOUTH CLE ELUM,  
WASHINGTON AND KITTITAS COUNTY, WASHINGTON, FOR THE  
HOUSING OF INMATES FOR THE YEAR 2013**

THIS INTERLOCAL AGREEMENT is made and entered into on this 18<sup>th</sup> day of December, 2012 by and between Kittitas County, Washington, a Washington municipal corporation, hereinafter referred to as "County", and the City of South 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 South Cle Elum contracts for police services, whose officers from time to time arrest persons for misdemeanors, gross misdemeanors or Felonies, which may result in jailing of the person 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 South Cle Elum and booked into the Kittitas County Corrections Center (KCCC) or housed by KCCC for a Misdemeanor, Gross Misdemeanor and for the purposes of medical responsibility, Felony criminal offense that allegedly occurred within the City of South Cle Elum. Felony arrests which result in post-convictions or plea agreements for Misdemeanor or gross misdemeanor are deemed city prisoners for the purpose of bed days and medical responsibilities.

## **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 South Cle Elum, shall not be deemed a "City Prisoner".

Individuals who are arrested by an outside agency on behalf of the City of South 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 South 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 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, Roslyn), 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 City shall pay the County the following annual fee, based on a \$55.00 per inmate day, for providing custodial services for City Prisoners:

- A. For 2013 the City shall pay the County \$6,000.00.
- B. This sum shall not include medical costs.

#### **VI. Billing and Billing Dispute Resolution Procedures**

A. The County shall transmit billings to the City 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, Contracted 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 quarters 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 IV 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 misdemeanor, 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, 2013 and shall extend for a period of one year until midnight, December 31, 2013.

## **VIII. Termination**

Either party may terminate the agreement prior to the date specified in Section VII by providing ninety- (90) days prior written notice to the other party and to the Washington State Office of Financial Management, as provided in RCW 70.48.090. The notice shall state the grounds for termination and the specific plan for accommodating the affected jail population. Within said ninety (90) days, the City agrees to remove its inmate(s) from Kittitas County Corrections Center. In the event of termination of this agreement for any reason, the City shall compensate the County for prisoners housed by the County after notice of such termination until the City retakes its inmates in the same manner and at the same rates as if this agreement had not been terminated.

## **IX. Responsibility for Offender's custody**

It shall be the responsibility of the County to confine City Prisoners; to provide treatment, including the furnishing of subsistence and all necessary medical and hospital services and supplies; to provide for the City Prisoners' 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 the County, or any of its agents, to provide service, treatment, facilities or programs for any inmate 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 the County to provide services, treatment, facilities or programs to the City's Prisoners above, beyond or in addition to that which is required by applicable law.

**X. Right of Refusal**

The County shall have the right to refuse to accept any prisoner from the City who, in judgment of the County, has a current medical condition which may adversely affect the safety of the individual or the safe operations of the Kittitas County Corrections Center or the reasonable operational capacity limits will be reached or exceeded.

**XI. 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, its agents, employees, or contracted officers. Such liability includes, but is not limited to, false arrest and false imprisonment.

C. The Parties' 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 the other Party, its agents, officers, employees or sub-consultants.

D. The Parties' 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 Parties or of the Parties and a third party other than an officer, agent or employee of the Parties, shall apply only to the extent of the negligence or willful misconduct of each Party.

**XII. 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.

**XIII. Modification**

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

**XIV. General Provisions:**

(a) Administrator:

The administrator for this contract will be Corrections Commander Paula Hoctor.

(b) 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.

(c) 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.

(d) Filing:

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

(e) Governing Law:

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

(f) Venue:

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

IN WITNESS WHEREOF, the parties have executed this Agreement by duly authorized representatives on the date first listed above.

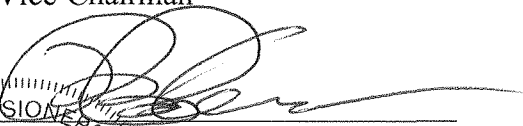
KITTITAS COUNTY

CITY OF SOUTH CLE ELUM


  
\_\_\_\_\_  
Sheriff

  
\_\_\_\_\_  
Chairman, Board of Commissioner

  
\_\_\_\_\_  
Vice-Chairman

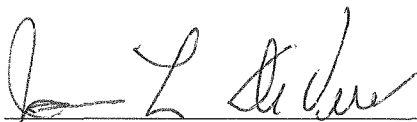
  
\_\_\_\_\_  
Commissioner



  
\_\_\_\_\_  
Clerk of the Board


Approved as to form:

  
\_\_\_\_\_  
Deputy Prosecuting Attorney

  
\_\_\_\_\_  
Mayor

ATTEST:   
\_\_\_\_\_  
City Clerk

Approved as to form:

  
\_\_\_\_\_  
City Attorney