BOARD OF COUNTY COMMISSIONERS
COUNTY OF KITTITAS
STATE OF WASHINGTON

RESOLUTION NO. 2026- 163

A RESOLUTION AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF OTHELLO, WASHINGTON AND KITTITAS COUNTY, WASHINGTON FOR THE HOUSING OF INMATES

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

WHEREAS, Kittitas County is desirous of accepting and keeping in its custody such inmate(s) in the Kittitas County Jail for a rate of compensation and other terms and conditions mutually agreed upon by the parties; and

WHEREAS, by action taken at a regular meeting, the governing bodies of each of the parties to the Interlocal Agreement attached hereto have determined to enter into this Interlocal Agreement for the period from January 1, 2027, until December 31, 2027, subject to earlier termination as provided in the Agreement;

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the Board of County Commissioners of Kittitas County, Washington authorizes the execution of the Interlocal Agreement for the Housing of Inmates that is attached hereto, and incorporated herein by this reference, and which shall be forthwith filed with the Kittitas County Auditor pursuant to RCW 39.34.040.

ADOPTED this 16th day of October 2026.

BOARD OF COUNTY COMMISSIONERS
KITTITAS COUNTY, WASHINGTON

Brett Wachsmith, Chairman

Laura Osiadacz, Vice-Chair

Commissioner

Kittitas County Commissioners Kittitas County Washington SEAL

ATTEST:

☒ Clerk of the Board- Julie Kjorsvik
☐ Deputy Clerk of the Board- Mandy Buchholz

INTERLOCAL AGREEMENT BETWEEN THE CITY OF OTHELLO, WASHINGTON AND KITTITAS COUNTY, WASHINGTON, FOR THE HOUSING OF INMATES

THIS INTERLOCAL AGREEMENT is made and entered into on this 6th day of October, 2021 by and between Kittitas County, Washington, a Washington municipal corporation, hereinafter referred to as "Kittitas County", "The County" or "KCJ" on behalf of Kittitas County Jail, and The City of Othello, also a Washington Municipal Corporation, hereinafter referred to as the City of Othello on behalf of the Othello Police Department 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 the Kittitas County Sheriff operates the Kittitas County Jail (KCJ), located in Ellensburg, Washington; and

WHEREAS, The City of Othello employs law enforcement officers who arrest persons for misdemeanors, gross misdemeanors, or felonies, which may result in jailing of the person arrested; and

WHEREAS, The City of Othello seeks to contract for jail facilities and services from KCJ for confinement of The City of Othello prisoners; and

WHEREAS, KCJ has expressed a willingness to provide jail facilities and services to The City of Othello; and

WHEREAS, the Interlocal Cooperation Act (Chapter 39.34 RCW) and the "City and County Jails Act" (Chapter 70.48 RCW), authorizes contracts for jail services made between two counties; and

WHEREAS, the governing bodies of each of the parties hereto have determined to enter into this Interlocal Agreement (ILA) for the Housing of Inmates by action taken at a regular meeting; and

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:

I. 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.

II. Term

This agreement shall be effective January 1, 2027, and shall extend until midnight, December 31, 2027, subject to earlier termination as provided herein.

III. Notice

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

To Othello PD:	Othello Police Department 500 E Main Street Othello, WA 99344
Primary Contact:	Chief Brent McFarlane Phone: 509-793-0491
Secondary Contact:	Aaron Garza – City Administrator Phone: 509-488-3314
To the County of Kittitas:	Kittitas County Jail 205 W 5th Ave, Ste 1 Ellensburg WA 98926
Primary Contact:	Superintendent Steve Panattoni
Secondary Contact	Lt. Edward Buntin Phone: 509-962-7527

IV. 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 at 23:59:59 p.m.

B. Inmate Classifications. Shall be pursuant to the Kittitas County Jail Objective Jail Inmate Classification which is modeled after the National Institute of 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. The City of Othello Prisoner (or may also be referred to as offender in this Agreement) means a person arrested by a Law Enforcement Officer of The City of Othello or another law enforcement agency, either on behalf of The City of Othello or on behalf of other municipalities booked into the Kittitas County Jail (KCJ) at any time and for any reason, including after sentencing. It is anticipated that prisoners confined at KCJ will be those sentenced to terms of incarceration in jail for periods of three hundred sixty-five days (365) or less, but may also be, as deemed appropriate, be prisoners not yet convicted under the same terms and conditions as those serving sentences. Transportation of all prisoners confined at KCJ pursuant to this ILA shall be the responsibility of The City of Othello , including all costs.

D. Access of legal counsel to such prisoners shall be pursuant to the policies and schedule of KCJ, and no cost of such counsel shall be the responsibility of the KCJ. Kittitas County is in the process of implementing video conferencing for court proceedings and attorney access, and upon implementation thereof, The City of Othello will be allowed to make use of this technology and process at its own expense.

E. Any bond to be posted for The City of Othello Prisoners shall be posted in accordance with the orders of the court setting the pre-trial conditions, and all such prisoners shall be transported to The City of Othello by and at the expense of The City of Othello , except that KCJ and The City of Othello may come to agreement for alternative transport options, paid for by The City of Othello including but not limited to the purchase of a bus ticket from Ellensburg to Othello, the cost of which would be reimbursed to KCJ.

V. Criteria for Determining Prisoner Status

For the purposes of this agreement:

A. The City of Othello Prisoners being booked into the Kittitas County Jail shall remain the responsibility of The City of Othello Transport Officers and shall not be deemed an inmate of that facility until The City of Othello Prisoner is accepted by KCJ staff at the time of booking. Only Transport Staff authorized by The City of Othello may present a prisoner for confinement in KCJ pursuant to this ILA unless previously arranged and

approved in writing by the Jail Superintendent or his/her designee or superior. Any prisoner transported by The City of Othello to the KCJ with documentation showing that the prisoner is being held pursuant to an order entered by any court in a City of Othello case will be presumed to be acceptable for confinement except as otherwise provided herein.

B. If a City of Othello Offender behaves in such a manner that disciplinary action is needed to correct the behavior, the City of Othello offender will be subjected to the same disciplinary process utilized by the County for the KCJ offenders. If a sanction applied results in loss of good time, KCJ will notify The City of Othello contact. If the offender behavior is to the level that KCJ determines they are no longer appropriate for KCJ, notice will be made to The City of Othello and the offender removed from KCJ via either the regularly scheduled transport or as soon as can be reasonably arranged by The City of Othello through special transport.

VI. Jail and Medical Services

A. Inmates deemed City of Othello Prisoners for medical purposes shall mean any person incarcerated pursuant to this ILA. These prisoners shall receive such medical, psychiatric, and dental treatment when emergent and necessary to safeguard their health while housed in the Kittitas County Jail in the same manner and to the same extent as any other prisoner. KCJ will provide or arrange for provision of such medical, psychiatric, and dental services. Except for routine minor medical services provided by the County within the Kittitas County Jail, The City of Othello shall ultimately be responsible and pay directly or reimburse the KCJ for any and all costs associated with the delivery of any emergency or necessary medical service provided to The City of Othello Prisoners. The City of Othello shall be responsible for any and all emergent or necessary medical, dental, and psychiatric treatment provided outside of the Kittitas County Jail and shall be billed thereafter.

B. If the County becomes aware that a City of Othello Prisoner is in need of medical health care requiring the assistance of a medical health care services provider outside of the Kittitas County Jail, then the County shall make reasonable effort to notify The City of Othello prior to obtaining said service. In the case of emergency, the County may notify The City of Othello after the service has been provided. Due to the realities of transporting prisoners between The City of Othello and the KCJ, it is anticipated that other than routine medical appointments scheduled in advance, KCJ shall perform such transport and other obligations needed to address the health needs of the City of Othello Prisoners in the same manner as any other inmate of KCJ. The City of Othello shall be responsible for the cost of all transport and other arrangements. To the extent possible, the parties agree that The City of Othello will not seek to place its prisoners in KCJ if significant medical care is reasonably anticipated.

C. An adequate record of all such services shall be kept by the County for The City of

Othello'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 of Othello as soon as time permits. If the offender is transferred back to The City of Othello, a discharge summary containing information concerning health care provided at KCJ shall accompany the offender via the Transport team.

D. Should medical, psychiatric, or dental services require hospitalization, The City of Othello agrees to compensate KCJ dollar for dollar any amount expended or cost incurred in providing the same.

E. Upon payment to KCJ by The City of Othello for an Othello Prisoner's health care expense, the County will assign to The City of Othello, if requested by The City of Othello, any and all right to reimbursement for medical expenses authorized under RCW 70.48.130.

F. The City of Othello agrees to pay directly or reimburse the County for any and all medical expenses, as defined in Section VI.A, incurred for The City of Othello Prisoners which are not performed by medical staff on contract with the County within the Kittitas County Jail, or paid by the Department of Social and Health Services, including medical, psychiatric, and dental bills as well as prescription medication expenses.

VII. Transportation

Kittitas County shall be responsible for the transportation of all prisoners from KCJ to local medical services and back. The City of Othello shall pay the actual costs for Kittitas County personnel required to appropriately and safely transport and maintain custody of prisoners during medical treatment, including overtime as needed to maintain staffing for operations. Kittitas County will contact The City of Othello with regard to any pre-planned major medical treatment to allow The City of Othello to consider the option of using its own personnel for transport and security, including provision of female personnel for medical matters specific to women.

The City of Othello shall be responsible for transporting all inmates to and from custody between The City of Othello and KCJ. KCJ shall provide The City of Othello adequate and sufficient notice of a City of Othello offender release date from KCJ so that The City of Othello can arrange transport on the scheduled transport back to The City of Othello, to prevent an inmate from being held beyond their release date. All inmates shall be picked up and transported to The City of Othello not less than 24 hours from discharge, with the exceptions noted under Section IV (E) for offenders released once bond had been posted. The City of Othello shall provide all documentation related to the booking of inmates, including court orders and the date and time at which custody commenced and is to end.

VIII. Compensation

A. Kittitas County agrees to accept and house The City of Othello for compensation per prisoner at the rate of $110.00 per day for the year 2027 (also see Section VI herein) except as provided below. This rate includes minimum, medium and maximum classification inmates. The parties agree that the County will not charge The City of Othello a separate booking fee in addition to such rate.

B. The rate of compensation for any inmate requiring additional or specialized conditions of incarceration to the extent that they must be placed alone in a single cell designed for double occupancy shall be $220.00 per day for the year 2027. KCJ will promptly notify The City of Othello if an offender is placed alone in such a cell unless that housing is incidental to moving the offender or for short term disciplinary separation.

C. The date of booking into, and the date of release from, the Kittitas County Jail of the City of Othello prisoner, no matter how little time of a twenty-four hour day it constitutes, shall count as one day for billing purposes and shall be billed to The City of Othello as a day of custody in Kittitas County.

IX. Billing and Billing Dispute Resolution Procedures

A. The County shall transmit billings to the designated contact for The City of Othello on the following dates: April 15th, July 15th, October 15th, and January 15th. Within forty-five (45) days after receipt, The City of Othello 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. The designated person for billing is:
Evelyn Miron - Chief Administrative Assistant
Othello Police Department
500 E Main Street
Othello, WA 99344
Phone: 509-488-3314
EMiron@Othellowa.Gov

C. Interest on unpaid balances not paid within 45 days of billing shall be computed at 1% of the unpaid balance per month, provided that an exception may be made by KCJ in the event of an unforeseen event beyond the control of the parties. In this event, The City of Othello will notify KCJ as soon as possible of the situation.

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

i) The Sheriff and Prosecuting Attorney of Kittitas County and the Chief of Police and Prosecuting Attorney for The City of Othello 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 Chairs of the Kittitas and The City of Othello legislative bodies for settlement. If not resolved by them within thirty (30) days of referral, the Chairs of the respective Boards of County Commissioners may, by mutual written consent, apply to the Kittitas County Superior Court for appointment of an arbitrator whose decision shall be final and binding on both parties. Each party shall pay their own costs, expenses and fees for arbitration or litigation. 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.

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

E. 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.

F. Billing Statements. The County shall provide a billing statement each quarter in accordance with section IX (A).

G. Unpaid balances over 60 days in arrears may result in cancellation of access to KCJ for booking of The City of Othello Prisoners.

H. Upon cancellation or expiration of this agreement, all City of Othello Prisoners shall be taken into The City of Othello's custody on or before the effective date.

X. Termination

A. Termination for Material Breach. In the event either party believes the other party has materially breached any obligations under this agreement, such party shall so notify the breaching party in writing, stating the basis upon which breach is claimed and the specific provisions of this agreement claimed to have been violated. The breaching

party shall have thirty (30) days from the receipt of such notice to cure the alleged breach and to notify the non-breaching party in writing that cure has been affected. If the breach is not cured within the thirty (30) days, the non-breaching party shall have the right to terminate this agreement by providing ninety (90) days prior written notice to the other party and to Washington State Office of Financial Management, as provided in RCW 70.48.090. The ninety-day notice shall state the grounds for termination and the specific plan for accommodating the affected jail population.

B. Termination by Mutual Agreement. This Agreement may be terminated by written notice from either party to the other party and to Washington State Office of Financial Management, as provided in RCW 70.48.090, stating the grounds for said termination and specifying plans for accommodating the affected inmates. The notice must be delivered by regular mail to the contact persons identified in Section IV herein. Termination shall become effective ninety (90) working days after receipt of such notice.

C. Removal of Inmates Following Notice of Termination. Within the ninety (90) day notice period set forth in subsection A or B above, or within such other period of time as may be agreed upon in writing by the parties, The City of Othello agrees to remove its inmate(s) from Kittitas County Jail. In the event of termination of this agreement, The City of Othello shall compensate the County for prisoners housed by KCJ after notice of such termination until The City of Othello retakes its inmates in the same manner and at the same rates as if this agreement had not been terminated.

XI. Responsibility for Offender's Custody

It shall be the responsibility of the 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 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 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 the County to provide services, treatment, facilities, or programs to The City of Othello Prisoners above, beyond or in addition to that which is required by applicable law.

XII. Right of Refusal

The County shall have the right to refuse to accept any prisoner from The City of Othello who, in the judgment of the County, has a current health condition which may adversely

affect the safety of the individual or the safe operations of the Kittitas County Jail or will cause the reasonable operational capacity limits of KCJ to be reached or exceeded.

KCJ does not have the capability to house and care for inmates with serious medical or mental health diagnoses. Such inmates are not eligible to be incarcerated in KCJ. To ensure that such inmates are not presented to KCJ, all relevant records or other information of whatever nature in the possession of or known to The City of Othello shall be provided to KCJ in advance. That information may be exchanged via phone call. KCJ shall secure such records in a manner consistent with applicable State and Federal law and destroy them promptly upon the decision to not accept such an inmate. If such an inmate is inadvertently transferred or accepted, the Parties agree that the inmate shall be retrieved from KCJ as rapidly possible after discovery of their ineligibility for incarceration in the KCJ.

XIII. Indemnification

A. Kittitas County shall defend, indemnify, and hold harmless The City of Othello, its agents, employees, and officers from any and all liability arising out of the performance of this agreement, whether by act or omission of Kittitas 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 of Othello shall defend, indemnify and hold harmless Kittitas 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 of Othello, its agents, employees, or officers. Such liability shall include, 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.

E. The parties agree to cooperate in defense of any and all claims made, of whatever nature, to the extent possible.

XIV. 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.

XV. Modification

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

XVI. Independent Contractor

In providing services under this Interlocal Agreement, Kittitas County is an independent contractor and neither it nor its officers, agents or employees are employees of The City of Othello for any purpose, including but not limited to, responsibility for any federal or state tax, industrial insurance, or Social Security liability. Neither shall the provision of services under this Interlocal Agreement give rise to any claim of career service or civil service rights, which may accrue to an employee of The City of Othello under any applicable law, rule, or regulation.

XVII. General Provisions:

A. Purpose. The purpose of this Interlocal Agreement is to permit the joint use of the Kittitas County Jail for confinement of prisoners of the parties to the Interlocal Agreement, thereby promoting maximum use and efficiency of the Kittitas County Jail.

B. Administrator. Pursuant to RCW 39.34.030(4)(a), the administrator for this agreement shall be the Superintendent of the Kittitas County Jail.

C. 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.

D. Venue. Venue for any lawsuit shall be determined pursuant to RCW 36.01.050.

E. Filing. This Agreement shall be filed with the Kittitas County 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.

F. 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 affect the remaining provisions.

G. 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.

H. 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.

I. 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.

J. Access to Records. 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.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

Othello Police Department:

Approved:
Accepted for The City of Othello:

10-21-2026

Brent McFarlane, Chief of Police Date

Approved as to form:

10/23/26

City Administrator Date

COUNTY OF KITTITAS
BOARD OF COUNTY COMMISIONERS

Brett Wachsmith, Chairman

Laura Osiadacz, Vice-Chairman

Commissioner

COUNTY OF KITTITAS
SHERIFF'S OFFICE

Clayton Myers, Sheriff

ATTEST:

☑ Clerk of the Board- Julie Kjorsvik
☐ Deputy Clerk of the Board- Mandy Buchholz