

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF CLE
ELUM, WASHINGTON AND
KITTTAS COUNTY,
WASHINGTON,
FOR THE HOUSING OF INMATES FOR THE YEAR
2022-2024**

THIS INTERLOCAL AGREEMENT is made and entered into on this 18th day of September, 2022 by and between Kittitas County, Washington, hereinafter referred to as "County", and the City of Cle Elum, a Washington municipal corporation, hereinafter referred to as the "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 the Kittitas County Jail ("KCJ"), located in Ellensburg, Washington; and

WHEREAS, the City, whose law enforcement 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 facilities and services from the County for confinement of City prisoners; and

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

WHEREAS, the governing bodies of each of the parties hereto have determined to enter into this Interlocal Agreement 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, 2022 until midnight, December 31, 2024, subject to earlier termination as provided herein. This Agreement will be automatically renewed for a period of one additional year unless either party gives 120 calendar days advanced notice of its indication not to renew. The daily rate for the second year shall be as provided in VIII, below.

III. Notice

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

To the City:	City of Cle Elum 119 West First St. Cle Elum, WA 98922
Primary Contact:	Mayor Jay McGowan
Secondary Contact:	City Administrator
To the County of Kittitas:	Kittitas County Jail 205 W 5th Ave, Ste 1 Ellensburg, WA 98926
Primary Contact:	Superintendent Steve Panattoni

IV. Definitions

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 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 Police Officer of the City or another law enforcement agency on behalf of the City and booked into the Kittitas County Jail (KCJ) or housed by KCJ for a criminal offense that allegedly occurred within the City. Any felony arrests which result in misdemeanor or gross misdemeanor convictions are deemed City prisoners for the purpose of bed days.

V. Criteria for Determining Prisoner Status

For the purposes of this agreement:

A. City Prisoners being booked into the Kittitas County Jail shall remain the responsibility of the Police Officer of the City and shall not be deemed an inmate of that facility until the City Prisoner is accepted by Jail staff at the time of booking.

B. Individuals who are arrested by a Police Officer of the City on behalf of another law enforcement agency (outside warrants or agency assists) and which no criminal charges are filed for alleged criminal offenses within the City shall not be deemed a City Prisoner.

C. Individuals who are arrested by an outside agency on behalf of the City and housed in the Kittitas County Jail solely on charges resulting from an alleged criminal offense having occurred within the City shall be deemed a City Prisoner.

VI. Jail and Medical Services

A. Inmates deemed City Prisoners for medical purposes shall mean any person arrested by a Police Officer of the City or another law enforcement agency on behalf of the City and booked into the Kittitas County Jail or housed by KCJ for a misdemeanor, gross misdemeanor or felony offense that allegedly occurred within the City. 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. 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 within the Kittitas County Jail, 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 or necessary medical service provided to City Prisoners. The City 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. Medical and mental health services are being enhanced in KCJ, which will help offset many costs for the City in terms of medical bills by reducing the need for outside treatment. These investments should keep outside medical costs lower. We have introduced a full-time mental health counselor and are starting a grant funded medically assisted drug treatment program.
- C. If the County becomes aware that a City Prisoner is in need of medical care requiring the assistance of a medical care services provider outside of the Kittitas County Jail, 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 (4) hours, pick up the inmate from the County to transport to medical care. Provided, in the case of emergency, the County may notify the City after the service has been provided.
- D. 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 that result in major injury or death shall be reported to the City as soon as time permits but not more than 24 hours from the time of incident.
- E. Should medical, psychiatric or dental services require hospitalization, the City will reimburse the County for 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 City Prisoner's transfer to a hospital, if and when circumstances allow, or as soon afterward as practicable.
- F. In the event a City Prisoner is being held on additional charges from another contracted jurisdiction (including, but not limited to, Kittitas PD, South Cle Elum PD, Roslyn PD, and Ellensburg PD, Washington State Patrol, Central Washington University PD, Kittitas County Sheriff's Office), the City's responsibility for medical costs attributable to that prisoner shall be no greater than that of the other jurisdiction(s).
- G. Upon payment to the County by the City for a City 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.
- H. The City agrees to pay directly or reimburse the County for any and all medical expenses, as defined in Section VI.A, incurred for City Prisoners and persons arrested by or on behalf of the City, 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. City responsibility for such medical expenses incurred for persons convicted of felonies will terminate upon that conviction.

VII. Transportation

The County shall be responsible for the transportation of all prisoners outside the

courthouse, including City Prisoners, unless otherwise agreed upon by the parties in a specific instance. When transporting female City Prisoners for female-specific medical purposes, it is a mutual goal that a female corrections officer will assist in the transport. If no female corrections officer is available, the County may request an available on-duty female Officer from the City.

VIII. Compensation

- A. The County agrees to accept and house City Prisoners for compensation per prisoner at the rate of \$69.83 per day for the year 2022, \$73.32 per day for the year 2023, and \$76.99 per day for the year 2024 (5% increase each year) except as provided below. This rate includes minimum, medium, and maximum classification inmates. The County will not charge the City a separate booking fee in addition to such rate.
- B. If the option to automatically extend this agreement becomes effective due to the terms of Section II, above, the daily rate for calendar year 2025 shall be \$80.84 (an increase of 5% over 2024). The date of booking City Prisoners into, and the date of release from, the Kittitas County Jail, 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 Kittitas County Jail. In the event a City Prisoner is being held on additional charges from one of the following local jurisdictions, Kittitas County Sheriff's Office, Washington State Patrol, Ellensburg PD, Roslyn/South Cle Elum PD, Kittitas PD, Central Washington University PD, the City's cost for those shared bed days shall be no greater than that of the other jurisdictions.
- C. The rate of compensation for any inmate that must be placed alone in a single cell designed for double occupancy shall be double the daily rate (\$139.66 for the year 2022, \$146.64 for the year 2023, and \$153.98 for the year 2024). If the option to automatically extend this agreement becomes effective due to the terms of Section II, above, the daily rate for calendar year 2025 shall be \$161.68 (an increase of 5% over 2024). K.C.J. will promptly notify the Cle Elum Police Department 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.

IX. Billing and Billing Dispute Resolution Procedures

- A. The County shall transmit billings to the Chief of Police of 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 to include disputed amount, 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:

i) 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 in the months of January, April, July, and October if requested or as otherwise agreed to by the parties. 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 such parties within thirty (30) days of referral, the City Mayor and Chair of the Board of County Commissioners 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.

ii) Any amount withheld from a billing that is later determined to be 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 order.

D. Each party may examine or audit the other party's records related to inmate housing to verify charges. If an examination or audit reveals the County has imposed 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 IX (A).

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

G. Upon termination of this agreement, the City is responsible for making its own arrangements for the booking of all City misdemeanors, gross misdemeanor, and court committed prisoners into another jail facility and responsible for all transportation, housing, medical and supervision costs for such prisoners.

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 agrees to remove its inmate(s) from Kittitas County Jail. In the event of termination of this agreement, 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.

XI. Responsibility for Prisoner'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's 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 who, in the 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 Jail or the reasonable operational capacity limits will be reached or exceeded.

XIII. Indemnification

- A. The City shall defend, indemnify, and hold harmless the County, its officers, agents and employees, from and against any and all claims, costs, judgments or damages, including attorney fees, arising out of or resulting from the negligent acts or omissions.

tortuous actions, or civil rights violations under State or Federal law of the City, its officers, agents and employees in connection with the confinement of any City inmate by the County.

- B. The County shall defend, indemnify, and hold harmless the City, its officers, agents and employees, from and against any and all claims, costs, judgments or damages, including attorney fees, arising out of or resulting from the negligent acts or omissions, tortuous actions, or civil rights violations under State or Federal law of the County, its officers, agents and employees in connection with the care, custody or confinement of any City inmate by the County.
- C. The County and the City hereby waive, as to each other only, their immunity from suit under industrial insurance, Title 51 RCW. The waiver of immunity was mutually negotiated by the parties hereto.

XIV. Insurance

Without limiting the County's indemnification of City, and prior to commencement of this agreement, the County shall obtain, provide and maintain during the term of this agreement, policies or insurance of the type and amounts described below and in a form satisfactory to the City or be covered under similar limits by participation in a risk pool.

- A. **General Liability Insurance.** The County shall maintain commercial general liability insurance with at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$2,000,000 per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability.
- B. **Workers' Compensation Insurance.** The County shall, at its own expense, maintain Workers' Compensation Insurance (statutory Limits) and Employer's Liability Insurance (with limits of at least \$2,000,000).

XV. 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.

XVI. Modification

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

XVII. Independent Contractor

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

XVIII. 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 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 in the Kittitas County Superior Court.
- 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 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 or otherwise required by law or policies of the party.

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:

CITY OF CLE ELUM

Jay McHowan
City Mayor

**COUNTY OF KITTITAS
BOARD OF COUNTY
COMMISSIONERS**

Laura Osiadacz
Laura Osiadacz, Chairman

Cory Wright
Cory Wright, Vice-Chairman

Brett Wachsmith
Brett Wachsmith, Commissioner

**COUNTY OF KITTITAS SHERIFF'S
OFFICE**

ATTEST:

Kathi Swanson
City Clerk

Clay Myers
Clay Myers, Sheriff

ATTEST:

APPROVED AS TO FORM:

City Attorney

Clerk of the Board- Julie Kjorsvik

Deputy Clerk of the Board-
Mandy Buchholz

APPROVED AS TO FORM:

Douglas R. Mitchell
Deputy Prosecuting Attorney