INTERLOCAL AGREEMENT BETWEEN CHelan COUNTY, WASHINGTON
AND THE CITY OF MERCER ISLAND, WASHINGTON, FOR THE HOUSING
OF INMATES IN THE CHelan COUNTY REGIONAL JUSTICE CENTER

THIS INTERLOCAL AGREEMENT is made and entered into on this 23rd day of
JUNE, 2014 by and between the City of Mercer Island, Washington, a
Washington municipality, hereinafter referred to as “The City”, and Chelan County,
Washington, hereinafter referred to as “Chelan County”, each party having been duly
organized and now existing under the laws of the State of Washington.

WITNESSETH:

WHEREAS, The Chelan County Regional Justice Center (CCRJC) and The City are
authorized by law to have charge and custody of the County Jail and the County prisoners or
inmates, respectively; and

WHEREAS, The City wishes to designate the CCRJC as a place of confinement for the
incarceration of one or more inmates lawfully committed to its custody; and

WHEREAS, Chelan County is desirous of accepting and keeping in their custody such
inmate(s) in the CCRJC for a rate of compensation mutually agreed upon by the parties hereto; and

WHEREAS, RCW 39.34.080 and other Washington law, as amended, authorizes any
county to contract with any other county or city 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 39.34.080 and other Washington
law, as amended,

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:

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 or inmates confined pursuant to this Agreement.

2. DURATION

This Agreement shall enter into full force and effect from July 1, 2014 and end
December 31, 2015, subject to earlier termination as provided by Section 3 herein. This
Agreement shall be renewed automatically for one year successive periods under such terms
and conditions as the parties may determine. Nothing in this Agreement shall be construed to
require The City to house inmates in Chelan County continuously.

3. TERMINATION

(a) By either party. 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 sixty (60) working days after receipt of such
notice. Within said sixty (60) days, The City agrees to remove its inmate(s) from the CCRJC.
(b) By The City due to lack of funding. The obligation of The City to pay Chelan County under the provision of this Agreement beyond the current fiscal year is expressly made contingent upon the appropriation, budgeting availability of sufficient funds by The City. In the event that such funds are not budgeted, appropriated or otherwise made available for the purpose of payment under this Agreement at any time after the current fiscal year, then The City shall have the option of terminating the Agreement upon written notice to Chelan County, except that all services provided to that point shall be compensated at the agreed rate. The termination of this Agreement for this reason will not cause any penalty to be charged to The City.

(c) Termination for Breach. In the event either party breaches or fails to perform or observe any of the terms or conditions herein, and fails to cure such breach or default within seven (7) days of either party giving written notice thereof, or, if not reasonably capable of being cured within such seven (7) days, within such other period of time as may be reasonable in the circumstances, either party may terminate under this Agreement in addition to and not in limitation of any other remedy of either party, and the failure of either party to exercise such right at any time shall not waive either party's right to terminate for any future breach or default.

(d) In the event of termination of this agreement for any reason, The City shall compensate Chelan County for prisoners housed by Chelan 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.

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

Chelan County: Chelan County Regional Justice Center
401 Washington St., Level 2
Wenatchee, WA 98801

Primary Contact Person: Curt Lutz, Director
Secondary Contact: Ronda McCallister, Business Manager

City of Mercer Island: City of Mercer Island
9611 SE 36th Street
Mercer Island, WA 98040

Primary Contact Person: Leslie Burns, Services Commander

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

5. DEFINITIONS
The parties hereby agree that the following terms shall have the specified meanings unless indicated otherwise herein:

(a) Day. One prisoner day shall be each day or portion thereof which a prisoner appears in custody on the jail management system. The count shall be conducted by the jail management system and each participating jurisdiction shall be charged for each prisoner who is detained in the Regional Justice Center on a charge and/or conviction from the participating jurisdiction.
(b) Inmate Classifications shall be pursuant to the Chelan County Objective Jail Inmate Classification System which is modeled after the National Institute of Corrections Jail Classification System:

(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.

6. COMPENSATION
   (a) Rates. Chelan County agrees to accept and house The City's inmates for compensation per inmate at the rate of $70.00 per day (also see #12 below). This includes minimum and medium classification inmates. The parties agree that Chelan County will not charge a separate booking fee in addition to such rate. The date of booking into the CCRJC of The City's inmates, no matter how little time of a twenty-four (24) hour day it constitutes, shall count as one day and shall be billed to The City as a day of custody in Chelan County.

   (b) Billing and Payment. Chelan County agrees to provide The City with an itemized bill listing all names of inmates who are housed, the number of days housed (including the date and time of booking and date and time of release), and the dollar amount due for each. Chelan County agrees to provide said bill by the 10th of each month. The City agrees to make payment to Chelan County within 30 days of receipt of such bill for the amount billed for the previous calendar month.

7. RIGHT OF INSPECTION
   The City shall have the right to inspect, at all reasonable times, all Chelan County facilities in which inmates of The City are confined in order to determine if such jail maintains standards of confinement acceptable to The City and that such inmates therein are treated equally regardless of race, religion, color, creed or national origin; provided, however, that Chelan County shall be obligated to manage, maintain and operate its facilities consistent with all applicable federal, state and local laws and regulations.

8. FURLoughs, Passes, AND WORK RELEASE
   Chelan County agrees that no early releases or alternatives to incarceration, including furloughs, passes, electronic home detention or work release shall be granted to any inmate housed pursuant to this Agreement without written authorization by the committing court.

9. INMATE ACCOUNTS
   Chelan County shall establish and maintain an account for each inmate received from The City 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. The Director of the CCRJC shall be accountable to The City for such inmate funds. At either the termination of this Agreement, the inmate's death, release from incarceration, or return to either The City or indefinite release to the court, the inmate's money shall be transferred to either the inmate's account in care of The City, at such time The City shall be accountable to the inmate for said fund, or to the inmate.
10. **INMATE PROPERTY**
   The City may transfer to Chelan County only limited amounts of personal property of the
   inmates' recovered from or surrendered by inmates to The City upon booking. Personal
   property in excess of one simple “grocery bag” shall at no time be transferred to Chelan County.

11. **RESPONSIBILITY FOR OFFENDER’S CUSTODY**
   It shall be the responsibility of Chelan 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 Chelan 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 Chelan County to provide services, treatment, facilities or programs to The City inmates
   above, beyond or in addition to that required by applicable law.

12. **MEDICAL SERVICES**
   (a) Inmates shall receive such medical, psychiatric and dental treatment when emergent
   and necessary to safeguard their health while housed in the CCRJC. Chelan County shall
   provide or arrange for the providing of such medical, psychiatric and dental services. Except for
   routine minor medical services provided in the CCRJC, The City shall pay directly or reimburse
   Chelan County for any and all costs associated with the delivery of any emergency and/or major
   medical service provided to The City's inmates. The City shall be responsible for any and all
   medical, psychiatric and dental treatment provided outside of the CCRJC and shall be billed
   therefore. Examples of medical services which may be provided in the CCRJC but which are
   not routine, and for which The City shall be billed include, but are not necessarily limited to,
   HIV/AIDS treatment, chemotherapy, dialysis treatment, and hemophiliac treatment. No
   psychiatric or dental treatment can be provided in the CCRJC; all psychiatric and dental
   treatment of The City's inmates shall be billed to The City.

   (b) An adequate record of all such services shall be kept by Chelan 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.

   (c) Should medical, psychiatric or dental services require transport outside CCRJC, The
   City agrees to compensate Chelan 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 Services Commander Leslie Burns at 206-275-7900 or 206-793-8059 prior to the
   inmate's transport, if and when circumstances allow, or as soon afterward as practicable.

13. **DISCIPLINE**
   Chelan County shall have physical control over and power to execute disciplinary
   authority over all inmates of The City's. 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
   (a) The City shall forward to Chelan County before or at the time of delivery of each
   inmate a copy of all inmate records pertaining to the inmate's present incarceration. If additional
   information is requested regarding a particular inmate, the parties shall mutually cooperate to
   provide any additional information in a timely manner.

   (b) Chelan County shall keep all necessary and pertinent records concerning such
   inmates in the manner mutually agreed upon by the parties hereto. During an inmate's
   confinement in Chelan County, The City shall upon request be entitled to receive and be
   furnished with copies of any report or records associated with said inmate(s) incarceration.

15. REMOVAL FROM THE JAIL
   An inmate of The City's legally confined in Chelan County shall not be removed there
   from by any person without written authorization from The City or by order of any court having
   jurisdiction. The City hereby designates Services Commander Leslie Burns the official
   authorized to direct Chelan County to remove The City's inmates from the CCRJC. Chelan
   County agrees that no early releases or alternatives to incarceration including furloughs,
   passes, work release, work crews or electronic home detention shall be granted to any inmate
   without written authorization from the committing court. This paragraph shall not apply to an
   emergency necessitating the immediate removal of the inmate for medical, psychiatric, dental
   treatment or other catastrophic condition presenting an eminent danger to the safety of the
   inmate or to the inmates or personnel of Chelan County. In the event of any such emergency
   removal, Chelan County shall inform The City of the whereabouts of the inmate or inmates so
   removed, at the earliest practicable time, and shall exercise all reasonable care for the safe
   keeping and custody of such inmate or inmates.

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

17. DEATH OF AN INMATE
   (a) In the event of the death of a The City inmate, the Chelan County Coroner shall be
   notified. The City shall receive copies of any records made at or in connection with such
   notification.

   (b) Chelan County shall immediately notify The City of the death of a The City inmate,
   furnish information as requested, and follow the instructions of The City with regard to the
   disposition of the body. In the case of an unattended death, suspicious death, or criminal case,
   the Chelan County Coroner would have authority over the deceased and would coordinate with
   local law enforcement to finish the investigation prior to the release of the deceased inmate.
   The City hereby designates Services Commander Leslie Burns the official authorized to request
   information from and provide instructions to Chelan County regarding deceased inmates. The
   body shall not be released except on written order of said appropriate official of The City. Written
   notice shall be provided within three (3) working days of receipt by The City of notice of
   such death. All expenses relative to any necessary preparation of the body and shipment
   charges shall be paid by The City. With The City's consent, Chelan County may arrange for
burial and all matters related or incidental thereto, and all such expenses shall be paid by The City. The provisions of this paragraph shall govern only the relations between or among the parties hereto and shall not affect the liability of any relative or other persons for the disposition of the deceased or for any expenses connected therewith.

(c) The City shall receive a certified copy of the death certificate for any of its inmates who die while in Chelan County's custody.

18. RETAKING OF INMATES
Upon request from Chelan County, The City shall, at its expense, retake any The City inmate within thirty-six (36) hours after receipt of such request. In the event the confinement of any The City inmate is terminated for any reason, The City shall, at its expense, retake such inmate at the CCRJC Facility.

19. HOLD HARMLESS AND INDEMNIFICATION
Chelan County agrees to hold harmless, indemnify and defend The City, its officers, agents and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of Chelan County, its officers, agents, or employees, in connection with the services required by the Agreement, provided, however, that:

(a) Chelan County's 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 City, its officers, agents or employees or sub-consultants; and

(b) Chelan County's 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 Chelan County and The City or of Chelan County and a third party other than an officer, agent or employee of Chelan County, shall apply only to the extent of the negligence or willful misconduct of Chelan County.

20. RIGHT OF REFUSAL AND TRANSPORTATION
(a) Chelan County shall have the right to refuse to accept any inmate from The City when, in the opinion of Chelan County, its inmate census is at capacity that there is a substantial risk that, through usual operation of the jail, the reasonable operational capacity limits of the jail might be reached or exceeded.

(b) Chelan County shall further have the right to refuse to accept any inmate from The City who, in the judgment of Chelan County, has a current illness or injury which may adversely affect the operations of the CCRJC, has a history of serious medical problems, presents a substantial risk of escape, or presents a substantial risk of injury to other persons or property, or is classified as a maximum security inmate pursuant to Chelan County's Objective Jail Classification System. The inmate should be an inmate who has already been sentenced by the jurisdiction, and should not be on pre-trial status.

(c) The City prisoners incarcerated in Chelan County pursuant to this Agreement shall be transported to Chelan County and at the expense of Chelan County, with a minimum ten (10) day stay at the facility, and shall be returned, if necessary, to The City by Chelan County personnel and at the County's expense provided that notice of the necessity of transport is received by Chelan County three (3) working days prior to the time of expected transport. The
City hereby designates Police Support Officer Anna Ormsby the official authorized to notify Chelan County of the dates for transport and the specific inmates to be transported.

(d) The City prisoners that have completed their sentence and have no other legal holds will be offered transportation back to the general area of The City provided they do not provide their own transportation.

21. **INDEPENDENT CONTRACTOR**

In providing services under this contract, Chelan County is an independent contractor and neither it or its officers, agents or employees are employees of The City for any purpose, including 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.

22. **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 unenforceability or invalidity of a single provision herein shall not affect 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 the King County Superior Court.

(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 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 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 to the extent necessary to bring it within legal requirements.

(f) **Filing.** This Agreement shall be filed with the Chelan County Auditor’s Office pursuant to RCW 39.34.040.

23. **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.
24. **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 that 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 three (3) 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.

25. **ENTIRE AGREEMENT**
   This Agreement represents the entire integrated Agreement between The City and Chelan County and supercedes all prior negotiations, representations or agreements, either written or oral.

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

CITY OF MERCER ISLAND, WA

Noel Treat, City Manager

DATED: 6/3/14

ATTEST:

Allison Spitz, City Clerk

Approved as to Form:

Katie H. Knight, City Attorney

BOARD OF CHELAN COUNTY COMMISSIONERS

Keith Goehner, Commissioner

Doug England, Chairman

Ron Walker, Commissioner

DATED: 6/11/2014

ATTEST:

Rikki Filyaw, Deputy Clerk

Curt Lutz, Director
Chelan County Regional Justice Center

Douglas Snae, Chelan County Prosecutor