

**INTERLOCAL
CORRECTIONS/DETENTION AGREEMENT
BETWEEN YAKIMA COUNTY AND
THE CITY OF YAKIMA**

THIS INTERLOCAL CORRECTIONS/DETENTION AGREEMENT (hereinafter "Agreement") is made and entered into by and between **Yakima County** (hereinafter the "County") and the **City of Yakima** (hereinafter the "City").

WHEREAS, RCW Chapters 39.34 and RCW 70.48 authorize the City and the County to enter into a contract for jail services that specifies the responsibilities of each party.

WHEREAS, the City, through its Police Department, or City Manager desires to continue to utilize the jail facilities maintained by the County for the detention of some City prisoners, and to reasonably compensate the County for the care and custody of said prisoners.

WHEREAS, the County, through its Department of Corrections, desires to continue to make its jail facilities available to the City for the detention of some City prisoners.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and promises contained herein, the parties hereto mutually agree as follows:

1. **Purpose.** It is the purpose and intent of this Agreement that the County, through the Department of Corrections, and the City, through its Police Department shall cooperate for the care and custody of male and female jail prisoners pursuant to the authority of Chapters 39.34, 70.48 and 39.34.180 of the Revised Code of Washington. This Agreement is intended to apply to those instances in which it is desirable that a person arrested for a misdemeanor or gross misdemeanor referred from their respective jurisdiction, whether filed under State law or City ordinance, be held under the control and/or custody of the Yakima County Department of Corrections.
2. **Incarceration.** The County shall accept and incarcerate male and female prisoners of the City and shall feed and otherwise generally care for those prisoners in the same manner as its own prisoners and in a manner consistent with rules governing its jail, if it has available space in its jail. Yakima County Department of Corrections will not accept prisoners that are not deemed medically acceptable. Please see **Attachment B** to this agreement. In addition, an inmate may be refused for reasons other than medical concerns. To the greatest extent permitted by law, the County shall have the right to refuse to accept a City prisoner or to return a City prisoner. The County shall use reasonable judgment when invoking this section of the contract.

3. **Computation of Fees.** The Director of the Department of Corrections and the City Police Chief and/or City Manager shall meet by August 15th of each year to estimate the fees for the following year. However, this fee estimation shall not be considered a renewal of this Agreement. The fee estimation shall be provided by the County to the City by September 15th of each year.

4. **Charges and Other Services.**

4.1 Year/Daily Rate for Incarceration. The City shall pay the County a daily rate for each day or partial day for each prisoner that is incarcerated in the Yakima County Jail for violation or alleged violation of a misdemeanor or gross misdemeanor referred from their respective jurisdiction, whether filed under State law or City ordinance. The City shall not be obligated to pay for incarceration of prisoners charged with any offense initially filed by the prosecuting attorney as a felony offense or an attempt to commit a felony offense.

In consideration of Yakima County's commitment to house City Inmates, the City shall pay the County based on set bed agreement. If for some reason, an agreement between the City and County cannot be reached by January 1, 2021, but incarceration of prisoners is desired, the daily rate shall be applied retroactively to January 1, 2021 once the parties reach an agreement. This daily rate is established for 2021.

The City of Yakima agrees to pay Yakima County a monthly minimum of \$147,520.83 for calendar year 2021 for incarceration services based on a monthly average daily population (MADP) of 50 inmates per day incarcerated in the Yakima County Jail for violations of alleged misdemeanor or gross misdemeanor offenses (fractionalized as appropriate). If the City exceeds 50 inmate beds MADP, the City of Yakima agrees to pay the County \$97.00 per person for each day or partial day for each prisoner in excess of 50 beds MADP per month for calendar year 2021 and as adjusted for CPI for calendar years 2022 and 2023. Payments will be made in equal monthly installments of \$147,520.83 per month unless the bed total exceeds the average monthly census of 50 MADP, in which case the City will be billed for those additional beds exceeding minimum 50 MADP at the aforementioned daily additional rate.

An adjustment of the daily rate will occur on January 1st of each year of the contract, beginning on January 1, 2022 based on the prior year's (April to April) Western United States Consumer Price Index (CPI); however, said increase shall not exceed 2.5%. If the daily bed rate adjustment is negative, the rates will remain the same for the following year. Bed rates will be rounded up to the nearest penny. US-W CPI data will be taken from the following web pages: <https://www.ssa.gov/OACT/STATS/cpiw.html>

The County shall guarantee bed availability for 50 City prisoners daily, no matter the charge (misdemeanor or gross misdemeanor). In the event the County Jail is required to reduce or discontinue correctional services, and refuses to accept City prisoners, the City shall only pay for beds occupied daily by City prisoners at the rate of \$97.00 per person. The County shall provide the City notification immediately, as soon as practicable, should this occur.

4.2 Pursuant to this Agreement and that prisoner is also held in custody at the same time by the County on the basis of State, Federal and/or local agency criminal charges, the daily incarceration rate, and all other fees, charges, medical treatment fees, etc. for the prisoner shall be fractionalized on an equal basis between the respective jurisdictions. "At the same time" as used in this paragraph shall not be interpreted to include time spent while waiting to serve a consecutive sentence for City charges. For example: if a prisoner is held by the County pursuant to City, County, and a third agency's charges, the booking fee, daily incarceration rate charges, and applicable medical treatment charges shall be allocated to each jurisdiction on a 33 1/3% share of the total cost. For purposes of this paragraph, the State of Washington and Yakima County shall be considered one entity.

4.3 Inmate Work Crews. Inmate work crews will be contracted through a separate agreement.

4.4 Access to County Computer System. The County shall permit the City continuous access to its computer database regarding all City prisoners detained by the County. This continuous access feature shall be accomplished through a computer link between a computer(s) designated by the City at the Police Station and appropriate computer(s) of the County.

5. Prisoner Delivery and Notification.

5.1 When it becomes necessary to incarcerate City prisoners in the County due to City's Detention Facility space limitations or for other reasons, the City shall deliver such prisoners to the County Jail, unless the inmate is otherwise ordered by the Court to report directly to the County Jail. At the time of delivery, the City shall provide the warrant or court order detaining or committing the prisoner to the County, except for prisoners who directly report to the County Jail. Said order shall specify the next court date or release date of the prisoner. The County shall accept any such prisoner; provided, however, that the County may not accept any prisoner who appears to be sick or injured until such prisoner has received proper medical attention and has been cleared for incarceration by an appropriate medical authority. The County Jail reserves the discretion to refuse to take prisoners for medical reasons or safety and security reasons within the facility.

5.2 In the event a City prisoner is held in custody by the County Jail pursuant to this Agreement, and that prisoner is also detained by the County on the basis of other State and/or other local agency charges, the City may at its option and upon completion of his/her sentence for the other jurisdictional charges, pick up and deliver the prisoner to the City Detention Facility for the completion of his/her jail sentence. It will be the City's responsibility to monitor and manage their prisoner population and to remove its prisoners from and or leave its prisoners in the County facility under this section as best meets its needs.

5.3 In the event a prisoner is received by the County pursuant to misdemeanor and/or gross misdemeanor charges filed by the City, the County shall immediately notify the City of the receipt of said prisoner. The City will determine if the prisoner should be booked at the City of County jail.

5.4 When the City holds a prisoner in custody at the City's Detention Facility pursuant to charges from other jurisdictions, the City will notify the County of the transport need and detain the prisoner until the next transport date. The City will deliver the prisoner and the necessary documents to the County on the next transport date at a mutually agreed upon time.

6. **Booking Procedure.** Prisoners will be booked by Department of Corrections personnel according to the procedures and policies of the Department of Corrections by completing for each such prisoner an appropriate booking sheet with a copy to be provided to the arresting agency if requested. Prisoner's personal property will be held by the County and handled in the same manner as property of its own prisoners. Pursuant to RCW 70.48.130, and as part of the booking procedure, the Department of Corrections shall obtain general information concerning the inmate's ability to pay for medical care, including insurance or other medical benefits or resources to which an inmate is entitled. The County shall provide this information to the City upon request within forty-eight (48) hours of receipt of the request. Requests shall only be made between 8:00 a.m. and 5:00 p.m. on weekdays. Requests shall not be made on County holidays.

7. **Court Appearance.** The County shall be responsible for arranging and delivering City prisoners held pursuant to this Agreement for Yakima County Superior Court and District Court appearances. The County shall have sole discretion in determining when prisoners will be transported for Yakima County Superior Court and District Court appearances. Transport may be delayed on occasion if transporting a prisoner poses a safety and security risk to other prisoners in the Jail or Yakima County Department of Corrections staff. The City shall be responsible for arranging and delivering City prisoners held by the County pursuant to this Agreement for applicable Court appearances and then redelivering the prisoner to the appropriate detention facility if necessary.

8. **Bail.** The County shall deliver all bail to the appropriate court in a manner, which is agreeable to the receiving court.

9. **Hold Harmless.**

9.1 The County agrees to hold harmless, indemnify, and defend the City, its elected officials officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (also including but not limited to claims related to alleged mistreatment, injury, or death to any prisoner, or loss or damage to prisoner property while in County custody) which result from or arise out of the negligence of County, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of the County's services, duties and obligations under this Agreement.

9.2 The City agrees to hold harmless, indemnify, and defend the County, its selected officials, officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (also including but not limited to a claim of false arrest or detention) which result from or arise out of the sole negligence of the City, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of the City services, duties and obligations under this Agreement.

9.3 In the event that the officials, officers, agents, and/or employees of both the County and the City are negligent, each party shall be liable for its contributory share of negligence for any resulting suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees).

9.4 Nothing contained in this Section or this Agreement shall be construed to create a right of indemnification in any third party

10. **Medical.**

The County shall provide and furnish for prisoners confined in its facility the minor medical care, attention and treatment, which is provided within the facility. The County shall immediately notify the City's designee(s) via telephone if a City's prisoner requires emergency medical or dental treatment at a medical or health care facility, when that is possible. There may be times when immediate notification is not possible or practical, and the provisions of RCW 70.48.130 still apply.

The County shall notify the City's designee(s) via email or fax of all non-emergency medical or dental treatment requests at outside medical or health care facilities. The City shall review requests for non-emergency medical care and shall respond to each request in a timely manner. At the City's discretion,

the City may choose to request the Court to furlough or approve a temporary release of the inmate. The City shall not be billed if the inmate was furloughed or granted a temporary release for the purpose of obtaining treatment. In this situation, the inmate and/or the County will be responsible for all associated medical costs.

The City shall promptly notify the County of any changes in its designee(s). The County shall be reimbursed for any of these medical costs pursuant to RCW 70.48.130. If any disputes arise concerning the City's reimbursement of the County, RCW 70.48.130 controls. Prisoners who are assaulted or accidentally injure themselves while housed in any jail, the medical will be the responsibility of the jail housing them. If an inmate intentionally injures themselves or instigates an action where they are injured the cost goes to the agency for whom the inmate is held **(fractionalized as appropriate.)**

The County and City shall bear the expense of any such medical care, which is directly caused by misfeasance, or malfeasance of the County or City, its officers or agents. "Immediate notification" shall mean notification as soon as reasonably possible before the inmate receives medical and/or dental treatment with the understanding that such may not be reasonably possible prior to emergency care.

In the event the County or City, pursuant to this Agreement holds a prisoner in custody, and the County or City on the basis of other State, Federal and/or other local agency criminal charges detains that prisoner, the costs of medical and/or dental treatment shall be fractionalized on an equal basis between the respective jurisdictions. **For example:** if a prisoner is held by the County pursuant to City, County, and a third agency's charges, the total costs of medical and/or dental treatment (other than minor care) shall be allocated on a 33 1/3% share to each jurisdiction. For purposes of this paragraph, the State of Washington and Yakima County shall be considered one entity.

11. **Uniform Alcoholism Treatment.** Neither party shall be responsible to the other for those individuals taken into protective custody by a party in accordance with RCW Chapter 70.96A Uniform Alcoholism and Intoxication Treatment.
12. **Jail Industries.** The County has a number of internal programs, which may be of benefit to the City. These programs include Commissary, Meal Service, and Work Crews. In the event the City wishes to utilize any of these programs, the County and City shall have the ability to negotiate cost for use.
13. **Implementation.** The Director of the Yakima County Department of Corrections and the City's Designee shall be jointly responsible for implementation and proper administration of this Agreement. In addition, will refer problems of implementation to the governing bodies of the County and City for resolution if necessary.

14. **Termination.** Termination of this Agreement by either party may be accomplished on ninety (90) days written notice to the other party and to the State Office of Financial Management as required by RCW 70.48.090 stating the grounds for said termination and specifying plans for accommodating the affected prisoners.
15. **Duration of Agreement.** The period of performance under this Agreement will be three (3) years, commencing on January 1, 2021, and continuing through December 31, 2023, unless the Agreement is terminated early pursuant to section 14.
16. **City's Right of Inspection.** The City shall have the right, upon reasonable advance notice, to inspect County correction facilities where the City inmates are housed at reasonable times. During such inspections, the City may interview its inmates and review its inmates' records. The City shall have no right to interview inmates housed for other jurisdictions or to review their medical records, unless it is properly authorized to do so by the inmate or the other jurisdiction.
17. **Property.** It is not anticipated that any real or personal property will be acquired or purchased by the parties solely because of this Agreement.
18. **Equal Opportunity.** Neither party shall discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, sexual orientation, age, marital status, political affiliation or belief or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 USC 12110 et. Seq.). In the event of the violation of this provision, the other party may terminate this agreement immediately.
19. **Assignment.** This Agreement, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part by Yakima County to any other person or entity without the prior written consent of the City. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of Yakima County stated herein.
20. **Non-Waiver.** The failure of either party to insist upon strict performance of any provision of this Agreement or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this Agreement.
21. **Severability.** If any portion of this Agreement is changed per mutual Agreement or any portion is held invalid, the remainder of the Agreement shall remain in full force and effect.
22. **Integration.** This written document constitutes the entire Agreement between the City and Yakima County. There are no other oral or written Agreements

between the parties as to the subjects covered herein. No changes or additions to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and executed by both parties.

23. **Notices.** Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties to their addresses as follows:

TO CITY:	Chief of Police Yakima Police Department 200 South 3 rd Street Yakima, WA 98901	City Manager City of Yakima 129 North 2 nd Street Yakima, WA 98901
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TO COUNTY: Edmund Campbell, Director
Yakima County Department of Corrections
111 North Front Street
Yakima, WA 98901

Alternatively, to such other addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand-delivered. Such notices shall be deemed effective when mailed or hand-delivered at the addresses specified above.

24. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Any action concerning this contract shall be brought in the Superior Courts of Yakima County.
25. **Approval and Filing.** Each party shall approve this Agreement by resolution, ordinance or otherwise pursuant to the laws of the governing body of each party. The attested signatures of the City Manager and the Yakima County Commissioners below shall constitute a presumption that such approval was properly obtained. Pursuant to RCW 39.34.040 regarding methods of filing agreements pursuant to the Interlocal Cooperation Act, a copy of this Agreement shall be filed with the Yakima County Auditor, or, alternatively, listed by subject on the public agency's website or other electronically retrievable public source.

CITY OF YAKIMA

By: _____
Bob Harrison
City Manager

Date: _____

ATTEST:

**BOARD OF YAKIMA COUNTY
COMMISSIONERS**

Ron Anderson, Chairman

LaDon Linde, Commissioner

Amanda McKinney, Commissioner
Constituting the Board of County Commissioners for Yakima

City Clerk

County, Washington

Date: _____

ATTEST:

Julie Lawrence
Clerk of the Board

Approved as to Form:

Stefanie Weigand,
Senior Deputy Prosecuting Attorney