

**INTERLOCAL AGREEMENT BETWEEN CHELAN COUNTY
AND THE CITY OF LEAVENWORTH FOR THE HOUSING OF INMATES IN THE
CHELAN COUNTY REGIONAL JAIL**

THIS INTERLOCAL AGREEMENT is made and entered into on this 8 day of June, 2004, by and between the City of Leavenworth, Washington, a Washington municipal corporation, hereinafter referred to as "City", and the Board of County Commissioners of 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 Department of Corrections and the City are authorized by law to have charge and custody of the County Jail and the City prisoners or inmates, respectively; and

WHEREAS, the City wishes to designate the Chelan County Regional Jail 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 its custody such inmate(s) in the Chelan County Regional Jail 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 adequacy of which is hereby acknowledged, 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(s) confined pursuant to this Agreement.

2. DURATION

This Agreement shall enter into full force and effect from Jan 1, 2004 and end Dec 31, 2008, subject to earlier termination as provided by Section 3 herein. This agreement shall be renewed automatically for like successive periods under such terms and conditions as the parties may determine.

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 Chelan County Regional Jail.

(b) 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

(a) All notices, report, and correspondence to the respective parties of this Agreement shall be sent to the following:

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

Contact Person: Gale Wick, Interim Director of Corrections, (509) 667-6277

City of Leavenworth: City Administrator
700 State Highway 2
P.O. Box 287
Leavenworth, WA 98826

Contact Person: _____, City Administrator, (509) 548-5275

(b) The Contact Person for each party for billing purposes only shall be:

Chelan County: Sergeant Rhonda McCallister, (509) 667-6319

City of Leavenworth: _____, Finance Director, (509) 548-5275

(c) 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: 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 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.

(c) City Inmate is any person arrested or taken into custody on charges or warrants based on allegations from within the limits of the City of Leavenworth, whether by warrant or not. If felony charges are filed by the Chelan county Prosecuting Attorney, such inmate shall be deemed a County inmate from that point forward.

6. COMPENSATION

(a) The City shall pay to the County a fee of \$56.00 per day for each inmate serving a day in the Chelan County Regional Jail Facility. Each inmate serving one day shall be equal to one "inmate day." For the purpose of calculating the annual cost to the City, the daily fee shall be multiplied by the following average number of inmate days:

i.	2003.....	\$18,296.00
ii.	2004.....	\$10,378.00
iii.	2005.....Average number of inmate days from September 2001-September 2004	
iv.	2006.....Average number of inmate days from September 2002-September 2005	

(b) Billing and Payment. The County will provide the City with an itemized bill listing all names of inmates who are housed, the case/citation number, 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. The County agrees to provide said bill quarterly. The City agrees to make payment to the County within 30 days of receipt of such bill for the amount billed for the previous calendar quarter.

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. WORK RELEASE. ETC.

Chelan County agrees that no early releases or alternatives to incarceration, including furloughs, 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. 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 the inmate's account in care of the City, at such time the City shall be accountable to the inmate for said fund.

10. 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 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 City inmates above, beyond or in addition to that which is required by applicable law.

11. MEDICAL SERVICES

(a) Inmates deemed City 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 City inmates. The City shall be responsible for any and all medical, dental and psychiatric 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 dental or psychiatric treatment can be provided in the CCRJC; all dental and psychiatric treatment of City 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 hospitalization, 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 _____ at _____, prior to the inmate's transfer to a hospital, if and when circumstances allow, or as soon afterward as practicable.

12. DISCIPLINE

Chelan County shall have physical control over and power to execute disciplinary authority over all inmates of the City. However, nothing contained herein shall be construed to authorize or permit the imposition of a type of discipline prohibited by the Laws of the State of Washington.

13. RECORDS AND REPORTS

Chelan County shall keep all necessary and pertinent records concerning such inmates in the manner consistent with maintenance of all other CCRJC inmate records. 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 record associated with said inmate(s) incarceration, to the extent permitted by law.

14. REMOVAL FROM THE JAIL

An inmate of the City legally confined in Chelan County shall not be removed therefrom by any person without written order of any court having jurisdiction. Chelan County agrees that no early releases, furloughs, work release, 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, dental, psychiatric 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.

15. ESCAPES

In the event any City inmate shall escape from CCRJC custody, Chelan County will use all reasonable means to recapture the inmate. Chelan County shall have the primary 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 the apprehending law enforcement agency; Chelan County shall not be required to expend unreasonable amounts to pursue and return inmates from other states or other countries.

16. DEATH OF AN INMATE

(a) In the event of the death of a 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 City inmate, furnish information as requested and follow the instructions of the City with regard to the disposition of the body. The City hereby designates _____ as 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 the appropriate officials of the City. Written notice shall be provided within three weekdays 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 person 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 have died while in Chelan County custody.

17. HOLD HARMLESS AND INDEMNIFICATION

(a) The County shall indemnify, defend and hold harmless the City, its elected and appointed officials, employees and agents from and against any loss or claim for damages of any nature whatsoever, arising out of the provision of jail services provided pursuant to the provisions of this agreement, except to the extent such damages are caused by the negligent or willful act or omission of the City, its elected or appointed officials, officers, employees, agents, or a third party. Nothing herein shall be deemed to constitute a waiver by the County of its immunity pursuant to Title 51 RCW.

(b) The City shall indemnify, defend and hold harmless the County, its officers, agents, appointed and elected officials and employees, from any loss or claim for damages of any nature

whatsoever, arising out of any negligent or willful act or omission of the City, its elected or appointed officials, officers, agents, or employees.

18. DISPUTE RESOLUTION

In case of a dispute over the performance or meaning of the provisions of this Agreement which has not been resolved through discussion between the Parties, said dispute shall be submitted to a Dispute Resolution Board consisting of three individuals; one appointed by each party and the third selected by the two initial members. Said board shall decide matters by majority vote. If either Party is not satisfied with the result, it may utilize any other remedy to which it may be entitled at law or in equity.

19. MISCELLANEOUS

(a) Chelan County shall have the right to refuse to accept any individual from the City who, in the judgment of Chelan County, has a current illness or injury which may adversely affect the operations of the Chelan County Regional Jail or has a history of serious medical problems. At the discretion of the CCRJC, clearance from the attending emergency physician at Central Washington Hospital may be required before any individual can be booked into custody at the CCRJC.

(b) The City prisoners incarcerated in the CCRJC pursuant to this Agreement shall be transported to the CCRJC at the expense of the City. The CCRJC is not responsible for transportation of the City prisoners under this Agreement and shall be reimbursed by the City for any actual expenses incurred in transport of an inmate if, in fact, transportation of an inmate by CCRJC becomes necessary.

(c) In providing services under this contract, Chelan County is an independent contractor and neither it, nor 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.

20. GENERAL PROVISIONS

(a) Severability. In the event any of the 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 effect 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 in Chelan 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 to 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 herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between the 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.

(g) 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.

(h) 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 three 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.

(i) Entire Agreement. This Agreement represents the entire integrated Agreement between the City of Leavenworth and Chelan County and supercedes all prior negotiations, representations or agreements, either written or oral.

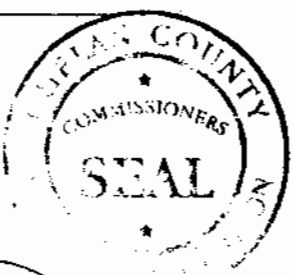
IN WITNESS WHEREOF, the above and foregoing Agreement has been executed in duplicate by the parties hereto and made effective on the day and year first above written:

CITY OF LEAVENWORTH

BOARD OF CHELAN COUNTY
COMMISSIONERS

By: *Neil White*
Mayor

Keith W. Goehner
KEITH W. GOEHNER, Chair



Ron Walter
RON WALTER, Commissioner

ATTEST:

Buell Hawkins
BUELL HAWKINS, Commissioner

Brenda Stewart
City Clerk

Attest:
JANET K. MERZ
Clerk of the Board

Approved as to Form:

Tom H. Hill
City Attorney

Janet K. Merz
DATED: 7/6/04

Attest:
Gale Wick
GALE WICK,
Interim Director of Corrections

Approved as to Form:
Susan Hite, for
Gary A. Riesen, Prosecuting Attorney