

INTERLOCAL JAIL AGREEMENT

THIS INTERLOCAL JAIL AGREEMENT (hereinafter "Agreement") is made and entered into by and between the City of Yakima (hereinafter "Yakima") and the City of Union Gap (hereinafter "Union Gap").

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

WHEREAS, Union Gap, through its Police Department, City Council, or Mayor desires to utilize the jail facilities maintained by Yakima for the detention of some Union Gap prisoners, and to reasonably compensate Yakima for the care and custody of said prisoners.

WHEREAS, Yakima, through its Police Department, City Council, or City Manager, desires to make its jail facilities available to Union Gap for the detention of some Union Gap 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 Yakima, through its Police Department, City Council, or City Manager, and Union Gap, through its Police Department, City Council, or Mayor shall cooperate for the care and custody of male 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 City of Yakima.

2. Incarceration. Yakima shall accept and incarcerate male prisoners of Union Gap, 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, provided that it has ample available space in its jail.

3. Computation of Fees. The Yakima Police Chief or the City Manager and Union Gap Police Chief or the Mayor of Union Gap, or their designees, shall meet on the last Friday in July of each year to estimate the fees for the following year. This fee will be established by determining the fixed and variable costs of the forthcoming budget along with the number of beds available and the estimated average prisoner days; provided, however, that this fee estimation shall not be considered a renewal of this Agreement.

4. Charges and Other Services.

4.1 Daily Rate for Incarceration. Union Gap shall pay Yakima a daily rate for each day or partial day for each prisoner that is incarcerated in the Yakima Jail; provided, however, that Union Gap will not be obligated to pay Yakima for the last day of incarceration unless the first and last days are the same. The daily rate for the duration of this Agreement will be per day, per inmate, **according to attachment A.**

4.2 Fractionalized Fees. In the event a prisoner is held in custody by Yakima pursuant to this Agreement, and that prisoner is also held in custody at the same time by Yakima on the basis of State and/or local agency criminal charges, the daily incarceration rate, and all other fees (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 Union Gap charges. For example: if a prisoner is held by Yakima pursuant to Union Gap, Yakima, and a third agency's charges, 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.

5. Prisoner Delivery and Notification.

5.1 Union Gap shall deliver male prisoners to Yakima City Jail. At the time of delivery, Union Gap shall provide a court commitment order to Yakima. Said order shall specify the release date of the prisoner. Except as set forth herein, Yakima shall accept any such prisoner; provided, however, that Yakima may not accept any prisoner who appears to be sick, suicidal or injured until such prisoner has received proper medical attention and has been cleared for incarceration by an appropriate medical authority. In the event that Yakima holds a prisoner beyond the release date, Union Gap shall not be obligated to pay Yakima any compensation for such additional time.

Yakima expressly reserves the right to refuse to accept the transfer of any prisoner of Union Gap that it deems to be a risk to prisoner or staff safety, or if Yakima Jail staff is not qualified to treat and care for the physical or mental condition of the prisoner. In the event Yakima refuses to accept the transfer of a prisoner based on that prisoner's conduct or physical or mental condition said prisoner shall be transferred to the Yakima County Jail and the custody of the Yakima County Department of Corrections. Upon the transfer of such prisoner to the Yakima County Department of Corrections, the City of Union Gap shall coordinate with Yakima County for incarceration of said prisoner and the City of Yakima shall be relieved of any further obligations as to that prisoner or to the City of Union Gap related to that prisoner.

6. Booking Procedure. Prisoners will be booked by City of Yakima Jail personnel according to the procedures and policies of the City of Yakima Jail by completing for each such prisoner an appropriate booking sheet. Prisoners' personal property will be held by Yakima 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, City of Yakima Jail personnel 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. This information shall be provided to Union Gap upon request within forty-eight (48) hours of receipt of the request by Yakima. Requests shall only be made between 8:00 a.m. and 5:00 p.m. on weekdays. Requests shall not be made on City of Yakima holidays.

7. Court Appearance. Under all circumstances, Union Gap shall be responsible for arranging and delivering Union Gap prisoners held by Yakima pursuant to this Agreement for Court appearances and then redelivering the prisoner to the appropriate detention facility if necessary.

8. Bail. Yakima shall deliver all bail to the appropriate court in a manner that is agreeable to the receiving court.

9. Hold Harmless.

a. Yakima agrees to hold harmless, indemnify, and defend Union Gap, 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 Yakima custody) which result from or arise out of the sole negligence of Yakima, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of Yakima's services, duties and obligations under this Agreement.

b. Union Gap agrees to hold harmless, indemnify, and defend Yakima, 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 a claim of false arrest or detention or excessive force) which result from or arise out of the sole negligence of Union Gap, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of Union Gap's services, duties and obligations under this Agreement.

c. In the event that the officials, officers, agents, and/or employees of both Yakima and Union Gap 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).

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

10. Medical.

Yakima shall provide and furnish for prisoners confined in its facility the minor medical care, attention and treatment which is administered within the facility. Yakima shall, prior to transporting a Union Gap prisoner, notify the on duty Union Gap patrol

supervisor. If a Union Gap prisoner requires medical or dental treatment at an outside medical or health care facility: said notification to be effected as follows; by notifying Union Gap Police Administrative Sergeant at gcoobb@ci.yakima.wa.us, or such alternate e-mail addresses as Union Gap shall provide in writing. If neither the inmate nor the Washington State Department of Social and Health Services, nor other source provides payment, Union Gap shall bear the expense of any physician, hospital, convalescent, dental, prescription medicine or medical care expense of its prisoners (other than that administered within the facility) confined (1) for violation or alleged violation of an Union Gap Ordinance, or (2) for other charges initiated by Union Gap until the charges are disposed of by sentencing or otherwise; provided, that Yakima shall bear such expenses if it fails to notify Union Gap pursuant to the requirement of this section. Yakima shall bear the expense of any such medical care which it directly caused by misfeasance or malfeasance of Yakima, 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 a prisoner is held in custody by Yakima pursuant to this Agreement, and that prisoner is also detained by Yakima on the basis of other State and/or other local agency criminal charges, 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 Yakima pursuant to Union Gap, City of Yakima, 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.

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. Implementation. The City of Yakima Chief of Police and the City of Union Gap Chief of Police, or their designees, shall be jointly responsible for implementation and proper administration of this Agreement and will refer problems of implementation to the governing bodies of the City of Yakima and the City Union Gap for resolution if necessary.

13. 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; provided, however, that either party may terminate the home detention program specified in Section 4.3.1(a) by providing the other party with thirty (30) days written notice of termination that states the grounds for said termination and specifying plans for accommodating the affected prisoners.

14. Duration of Agreement. The duration of this Agreement shall be from the date of signing through midnight December 31, 2012, unless otherwise terminated in accordance with Section 13 of this Agreement.

15. **Property.** It is not anticipated that any real or personal property will be acquired or purchased by the parties solely because of this Agreement.

16. **Equal Opportunity.** During the performance of this Agreement, neither party shall discriminate in violation of any applicable federal, state and/or local law or regulation on the basis of race, color, sex, religion, national origin, creed, age, marital status, disability, honorably discharged veteran or military status, pregnancy, sexual orientation, political affiliation, or the presence of any sensory, mental or physical handicap, and any other classification protected under federal, state, or local law. This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, and the provision of services under this Agreement.

17. **Assignment.** This Agreement, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part by Yakima to any other person or entity without the prior written consent of Union Gap. 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 stated herein.

18. **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.

19. **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.

20. **Integration.** This written document constitutes the entire Agreement between Union Gap and Yakima. 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.

21. **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 YAKIMA: Greg Copeland, Interim Police Chief
Yakima Police Department
200 South Third Street
Yakima, WA 98901

TO UNION GAP: Robert Almeida, Police Chief
Union Gap Police Department
1800 Rainier Place
Union Gap, WA 98903

or 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.

22. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

23. 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 Union Gap Mayor and the Yakima City Manager below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed with the Yakima County Auditor's Office pursuant to RCW 39.34.040.

CITY OF YAKIMA

CITY OF UNION GAP

Don Cooper, City Manager

Jim Lemon, Mayor

Date:_____

Date:_____

ATTEST:

ATTEST:

Deborah Kloster, CMC, City Clerk

Kathryn Thompson, CMC, City Clerk

City Contract No. _____

City Contract No. _____

Resolution No. _____

Resolution No. _____

ATTACHMENT A

2012 Yakima/Union Gap Interlocal Jail Agreement

Interlocal Jail Agreement Rates 2012

Booking Fee	None
Last Day	None
Daily Housing	\$50.00

Billing Detail

Fractionalized Billing per current practice.

No booking Fee

No last day charge unless first and last days are the same (incarceration only)