



PUBLIC SAFETY COMMITTEE & COMMITTEE OF THE WHOLE MEETING

Monday, March 17, 2025, at 5:00 PM

Snoqualmie City Hall, 38624 SE River Street & Zoom

COMMITTEE MEMBERS

Chair: Rob Wotton

Councilmembers: Cara Christensen and Catherine Cotton

This meeting will be conducted in person and remotely using Zoom.

Join by Telephone: To listen to the meeting via telephone, please call **253.215.8782** and enter

Webinar ID **836 4577 2692** and Password **1700040121** if prompted.

Press *9 to raise your hand to speak. Raising your hand signals the meeting moderator that you have a comment.

Press *6 to mute and unmute.

Join by Internet: To watch the meeting over the internet via your computer, follow these steps:

- 1) Click this [link](#)
- 2) If the Zoom app is not installed on your computer, you will be prompted to download it.
- 3) If prompted for Webinar ID, enter **836 4577 2692**; Enter Password **1700040121**
- 4) Please confirm that your audio works prior to participating.

CALL TO ORDER & ROLL CALL

AGENDA APPROVAL

PUBLIC COMMENTS (online public comments will not be taken).

MINUTES

1. Approval of the minutes dated February 18, 2025, and March 3, 2025.

AGENDA BILLS

2. **AB25-042:** Ambulance Services Agreement.
3. **AB25-043:** Sunnyside Jail Interlocal Agreement Renewal.
4. **AB25-044:** Yakima County Jail Services Interlocal Agreement.

DISCUSSION

NEW BUSINESS

ITEMS FOR FUTURE DISCUSSION

ADJOURNMENT



PUBLIC SAFETY COMMITTEE & COMMITTEE OF THE WHOLE MEETING MINUTES FEBRUARY 18, 2025

This meeting was conducted in person at Snoqualmie City Hall and remotely using Zoom.

CALL TO ORDER & ROLL CALL - Chair Rob Wotton called the meeting to order at 5:00 pm.

Committee Members: Councilmembers Rob Wotton, Cara Christensen, and Catherine Cotton were present.

Mayor Katherine Ross was also present.

City Staff:

Mike Chambless, City Administrator; Dena Burke, City Attorney; Gary Horejsi, Acting Police Chief; Mike Bailey, Fire Chief (remote); Gretchen Garrett, Deputy City Clerk; and Andrew Jongekryg, IT Support.

AGENDA APPROVAL - The agenda was approved as presented.

PUBLIC COMMENTS – There were no public comments.

MINUTES

1. The minutes dated February 3, 2025, were approved as presented.

AGENDA BILLS

2. **AB25-015:** 2024 Comprehensive Emergency Management Plan Update. Fire Chief Bailey presented the highlights of the Comprehensive Emergency Management Plan and the focus in 2025 on training, building external partnerships, and updating the EOC. Committee comments and questions followed. This agenda bill was approved to move forward to the Council meeting on February 24, 2025, as a Public Safety non-consent agenda item.

DISCUSSION

3. Fire Department 4th Quarter 2024 Accreditation Report. Highlights of the report were reviewed by Fire Chief Bailey. The report includes the Fire Department's work plan and showed the number and type of incidents compared to last year; mutual aid to and from other agencies; performance measures such as turnout times, travel times, and response times; number of inspections completed; property lost and saved. Possible future additions to the report include how many units responded to an incident and reimbursements for transports outside the City. Committee questions and comments followed. This report was approved to move forward to the Council meeting on February 24, 2025, as a Public Safety information only item.

NEW BUSINESS – There were no new business items.

ITEMS FOR DISCUSSION – There were no items for future discussion.

ADJOURNMENT

The meeting was adjourned at 5:52 pm.

*Minutes taken by Gretchen Garrett, Deputy City Clerk.
Recorded meeting audio is available on the City website after the meeting.
Minutes approved at the _____ Public Safety Committee Meeting*

DRAFT



PUBLIC SAFETY COMMITTEE – SPECIAL JOINT MEETING WITH CITY OF NORTH BEND MINUTES OF MARCH 3, 2025

This meeting was conducted in person at Snoqualmie City Hall and remotely using Zoom.

CALL TO ORDER & ROLL CALL - Chair Rob Wotton called the meeting to order at 5:00 pm.

Present from the Snoqualmie Public Safety Committee - Councilmembers Rob Wotton, Cara Christensen, and Catherine Cotton.

Present from the North Bend Public Health & Safety Committee - Councilmembers Christina Rustik and Mark Joselyn.

Snoqualmie Mayor Katherine Ross, North Bend Mayor Mary Miller, and North Bend Finance Director Martin Chaw were also present.

North Bend Councilmember Alan Gothelf arrived at 5:22 pm.

Snoqualmie Councilmember Louis Washington appeared remotely.

Snoqualmie City Staff:

Mike Chambless, City Administrator; Dena Burke, City Attorney; Gary Horejsi, Acting Police Chief; Mike Bailey, Fire Chief; Deana Dean, City Clerk; Janna Walker, Budget Manager; Danna McCall, Communications Coordinator (remote); and Jimmie Betts, IT Support.

AGENDA APPROVAL - The agenda was approved as presented.

PUBLIC COMMENTS – There were no public comments.

DISCUSSION

1. Police Department 2024 Annual Report. This item was introduced by Acting Chief Horejsi. Topics included staffing, review of the divisions/units, number of calls for service for each city, a breakdown of patrol incidents, theft statistics, use of force, administrative services, and review of community engagement. Comments and questions followed.

ADJOURNMENT

The meeting was adjourned at 5:54 pm.

Minutes taken by Deana Dean, City Clerk.

Recorded meeting audio is available on the City website after the meeting.

Minutes approved at the _____ Public Safety Committee Meeting

Council Agenda Bill

AB Number

AB25-042

Agenda Bill Information

Title*

Agreement for Ambulance Services

Action*

Motion

Council Agenda Section

Committee Report

Council Meeting Date*

03/24/2025

Staff Member

Chris Brown

Department*

Fire

Committee

Public Safety

Committee Date

03/17/2025

Exhibits

Packet Attachments - if any

x1Agreement for Ambulance Services (Tri-Med).pdf

12.62MB

Summary

Introduction*

Brief summary.

The King County Zone 1 Fire Departments have agreed to utilize Tri-Med Ambulance, LLC, for the transport of patients as needed. The attached agreement covers the scope of services to be provided by Tri-Med for all the departments in the Zone who are a signatory to the agreement. This contract is at no-cost to the City and will provide an alternative for transporting patients to the hospital if Snoqualmie resources are unavailable.

Proposed Motion

Move to approve the Agreement for Ambulance Services and authorize the Mayor to sign.

Background/Overview*

What was done (legislative history, previous actions, ability to hyperlink)

The Snoqualmie Fire Department transports most of their patients utilizing their own resources. At times a private ambulance company is utilized for transports to hospitals out of the area or if Snoqualmie's aid car is unavailable. Previously American Medical Response (AMR) was the agreed upon ambulance company for the area. The Zone 1 Fire Departments had a shared contract with AMR to provide service to the Zone. The

agreement with AMR ended in 2024. Representatives from the Zone 1 Fire Departments held an RFP process, and Tri-Med was selected as the new ambulance provider for the Zone. The attached agreement represents the new contract that was negotiated for the Zone.

Analysis*

By having a transport contract with a private ambulance service, it provides a back-up if Snoqualmie is unable to transport. By being a party of this contract with the rest of the Zone, it provides for a more favorable contract that benefits all parties involved. The contract comes at no-cost to the individual fire departments and provides a scope of services to include dedicated ambulances and response requirements. By signing the contract, Snoqualmie will receive a higher level of service from a dedicated ambulance company then we would receive from individual ambulances requested by a rotation of providers which would be the alternative.

Budgetary Status*

This action has no budgetary implications.

AGREEMENT FOR AMBULANCE SERVICES
Contract No. Z1AMB2024

THIS AGREEMENT FOR AMBULANCE SERVICES (“Agreement”), effective 11-1-2024, is entered into by and between Tri-Med Ambulance, LLC, a Washington limited liability company (“Provider”), and the City, fire district, or joint fire operation of the State of Washington set forth on the signature page (the “Department”). The Department and the Provider shall be collectively referred to as the “Parties.”

RECITALS

WHEREAS, in addition to other fire-related services, the Department is authorized to provide emergency medical transport and emergency medical services (collectively, “Emergency Medical Services”) to citizens within or passing through its jurisdiction, and outside its jurisdiction pursuant to mutual or automatic aid agreements with other governmental agencies; and

WHEREAS, the Department, is authorized by law to enter into contracts and agreements affecting the affairs of the Department; and

WHEREAS, the Department issued a Request for Proposals On Behalf of Participating Zone 1 Agencies, dated May 8, 2024 (“the RFP”); and

WHEREAS, Provider is in the business of providing medical transportation services including but not limited to Basic Life Support (“BLS”) ambulance services, and is ready, willing and able to supply BLS ambulance services in coordination with the Department's First Responder Emergency Medical Services to the Department, according to its proposal submitted in response to the RFP (“the Proposal”);

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement and Provider’s Proposal, the Parties covenant and agree as follows.

1. SERVICES BY PROVIDER

The Provider shall provide BLS ambulance services within the Service Area identified in Exhibit A, attached hereto and made a part hereof by this reference, in accordance with this Agreement and the Proposal. In the event of a conflict between this Agreement and the Proposal, this Agreement shall control.

2. RESPONSE TIME COMPLIANCE/LIQUIDATED DAMAGES

Provider shall respond to all calls in accordance with the response time criteria set forth on Exhibit B, attached hereto and made a part hereof by this reference. Provider’s response time performance will be monitored by the Department and failure to meet the response time criteria shall result in the imposition of penalties as outlined within this Agreement.

3. BILLING AND RATES

The Provider shall bill patients for services rendered in accordance with the rates stated in the Proposal. The rates for the services provided pursuant to this Agreement may be increased, on an annual basis on the anniversary of the Effective Date, by a percentage equal to the percentage increase in the Medical CPI during the most recent 12-month period for which published figures are available from the U.S. Department of Labor. "Medical CPI" as used above shall mean the medical care consumer price index (consisting of medical care commodities and medical care services) for All Urban Consumers (CPI-U) or the most comparable successor index if such index is discontinued.

Provider shall pay to Department a monthly fee of \$ 7,500.00, to be paid by the 10th day of every month, to cover the costs of administering this Agreement. Such costs include, but are not limited to, the costs associated with monitoring Provider's compliance with this Agreement, data analysis for the partner agencies, and relationship collaboration for the services provided. This payment shall be annually adjusted, using the Consumer Price Index (CPI) in the Seattle-Tacoma-Bremerton area for the most recent 12-month period for which published figures are available from the U.S. Department of Labor, beginning on January 1 of the applicable calendar year. Such payment shall be made to the lead agency for administration of this Agreement, King County Fire District No. 27, Fall City (hereinafter referred to as "Lead Agency.")

4. LEGAL COMPLIANCE AND LEGISLATIVE LIMITATIONS

In performing the terms of this Agreement, the Parties shall fully comply with all applicable Federal, State and local laws, ordinances, resolutions, operating procedures, and protocols, including the Federal Anti-kickback Statute. In addition to the foregoing, the Provider shall provide evidence on a periodic basis, at least annually, that the Provider is licensed in the State of Washington to provide all of the services required by this Agreement.

5. INDEPENDENT CONTRACTOR

A. The Provider and the Department understand and expressly agree that the Provider is an independent contractor in the performance of each and every part of this Agreement. The Provider expressly represents, warrants, and agrees that the Provider's status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195. The Provider, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Provider shall make no claim of Department employment, nor shall the Provider claim any related employment benefits, social security, and/or retirement benefits.

B. The Provider shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law.

C. The Department may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Provider performs hereunder if Provider is given the first right of refusal, or if another agency is specifically requested by the patient.

D. Prior to performing any services under this Agreement, the Provider shall obtain any applicable business licenses necessary under the codes of the members of the Department.

6. TERM AND TERMINATION OF AGREEMENT

A. This Agreement shall become effective for a period of three (3) years, nine (9) months commencing on November 1, 2024 and shall continue in full force and effect until June 30, 2028, unless sooner terminated as provided below. Upon mutual agreement, the Department and the Contractor may extend the term of this Agreement for an additional two (2) years, on no more than two (2) occasions, for an overall total of four (4) years.

B. Either party may terminate this Agreement by providing advance written notice to the other party of that party's intent to terminate. The Department shall provide ninety (90) day notice to Provider of intent to terminate. Provider shall provide one-hundred eighty (180) day notice to the Department of intent to terminate. A breach of the terms of this Agreement need not occur to terminate under this section. If this Agreement is terminated, the Department has the right to offer the remainder of the existing Agreement and its extensions to an existing provider within the Department's service area for right of first refusal. In the event that the Provider chooses to exercise its right to terminate under this section, it shall pay to the Department a penalty of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00), to offset the Department's costs in procuring a new contractor.

C. Breach and Provisions for Early Termination. Conditions and circumstances that constitute a material breach of this Agreement by Provider include, but are not limited to the following:

1. Failure of Provider to perform in accordance with any of the provisions of this Agreement;
2. Failure of Provider to operate the system in a manner that enables the Department and Provider to comply with federal or state laws, rules, or regulations;
3. Falsification of information supplied by Provider during the term of this Agreement, including but not limited to altering the presumptive run code designations to enhance Provider's apparent performance or falsification of any other data required under this Agreement;
4. Creating patient responses or transports so as to artificially inflate run volumes;
5. Failure of Provider to provide data generated in the course of operations, including but not limited to dispatch data, patient report data, response time data, or financial data;
6. Excessive and unauthorized scaling down of operations to the detriment of performance during a "lame duck" period;
7. Failure of Provider's personnel to conduct themselves in a professional and courteous manner and present a professional appearance;

8. Failure of Provider to maintain equipment in accordance with manufacturer recommended maintenance procedures;
9. Failure of Provider to cooperate with and assist the Department after breach has been declared;
10. Acceptance or payment by Provider or Provider's personnel of any bribe, kickback or consideration of any kind in exchange for any consideration whatsoever, when such consideration or action on the part of Provider or Provider's personnel could be reasonably construed as a violation of Federal, State, or Local law;
11. Failure of Provider to meet the standard of care as established by this Agreement;
12. Failure of the Provider to maintain insurance in accordance with this Agreement;
13. Failure of Provider to meet response time requirements as set forth in this Agreement;
14. The filing of any bankruptcy or any other similar action, which, in the opinion of the Department, places the performance of this Agreement at risk;
15. Failure of Provider to submit reports and information under the terms and conditions outlined in this Agreement.

D. In the event of breach, Department will give Provider written notice, return receipt requested, setting forth the nature of the breach. Within five (5) calendar days of receipt of such notice, Provider will deliver to the Lead Agency (King County Fire District 27 Fall City), in writing, a plan to cure such breach. The plan will be updated, in writing, every five (5) calendar days until the breach is cured. Provider shall have the right to cure such breach within thirty (30) calendar days of receipt of notice of breach. If Provider fails to cure such breach within the time period allowed for cure (such failure to be determined by the sole and absolute discretion of the Department), or Provider fails to timely deliver the cure plan, or updates to the Department, Department may immediately terminate this Agreement. Provider shall cooperate completely and immediately with the Department to effectuate a prompt and orderly transfer of responsibility to the Department.

E. Lame Duck Provision. Should Provider fail to prevail in a future procurement cycle, Provider agrees to continue to provide all services required in and under this Agreement until a new contractor assumes service responsibilities. To assure continued performance fully consistent with the requirements of this Agreement through any such period, the following provisions will apply:

1. Provider will continue all operations and support services at the same level of effort and performance that were in effect prior to the award of the subsequent Agreement to a competing provider;
2. Provider will make no changes in methods of operation, which could reasonably be

considered to be aimed at cutting Provider services and operating costs to maximize profits during the final stages of this Agreement; and

3. Department recognizes that if a competing provider should prevail in a future procurement cycle, the Provider may reasonably begin to prepare for transition of the service to a new contractor. Department shall not unreasonably withhold its approval of the Provider's request to begin an orderly transition process, including reasonable plans to relocate staff, etc., so long as such transition activity does not impair Provider's performance during this period.

7. NO INFLUENCE ON REFERRALS

It is not the intent of either party to this Agreement that any remuneration, benefit or privilege provided for under this Agreement shall influence or in any way be based on the referral or recommended referral by either Party of patients to the other Party or its affiliated providers, if any, or the purchasing, leasing, or ordering of any services other than the specific services described in this Agreement. Any payments specified in this Agreement are consistent with what the Parties reasonably believe to be a fair market value for the services provided.

8. SUBLETTING OR ASSIGNING CONTRACT

This Agreement, or any interest herein or claim hereunder, shall not be assigned or transferred in whole or in part by the Provider to any other person or entity without the prior written consent of the Department. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of the Provider as stated herein.

9. INSPECTION AND AUDIT

The Provider shall maintain all books, records, documents, and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the Department and/or the Washington State Auditor at all reasonable times, and the Provider shall afford the proper facilities for such inspection and audit at no cost to the Department or the Washington State Auditor. Representatives of the Department and/or the Washington State Auditor may copy such books, accounts, and records if necessary to conduct or document an audit. The Provider shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Provider shall provide the Department with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

10. COMPLIANCE PROGRAM AND CODE OF CONDUCT

Provider has made available to the Department, a copy of its Code of Conduct, Anti-kickback policies and other compliance policies, as may be changed from time-to-time, and the Department acknowledges receipt of such documents. Provider warrants that its personnel shall comply with Provider's compliance policies, including training related to the Anti-kickback Statute.

11. NONDISCRIMINATION AND COMPLIANCE WITH LAWS

A. The Provider agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, sexual orientation, age, disability, gender identity, veteran status, or other circumstance prohibited by federal, state, or local law, except for a bona fide occupational qualification.

B. The Provider shall comply with all federal, state, and local laws applicable to the work to be done under this Agreement.

C. Violation of this Section 11 shall be a material breach of this Agreement and grounds for cancellation, termination, or suspension by the Department, in whole or in part, and may result in ineligibility for further work for the Department.

12. RECORDS

Each party shall maintain all medical records and other documents and information relating to services provided by Provider pursuant to this Agreement in compliance with all Federal, State and local laws, rules and ordinances. The Department shall have the right upon reasonable advance notice to inspect the records at any time during normal business hours. Subject to Federal and State privacy and disclosure restrictions, Provider shall cooperate with, and provide all information requested by, the Department in the event a complaint regarding the services provided by Provider in the performance of this Agreement. Each party shall comply with the privacy and security provisions of the Health Insurance Portability and Accountability Act of 1996 and the regulations hereunder ("HIPAA"). Each party acknowledges and agrees that it is considered a covered entity under HIPAA. Accordingly, both parties are permitted to use and disclose Protected Health Information in accordance with HIPAA without an additional written authorization of the Patient as long as both parties have a direct relationship with the Patient. All Patient medical records shall be treated as confidential so as to comply with all state and federal laws.

13. NON-EXCLUSION

Each party represents and certifies that neither it nor any practitioner who orders or provide Services on its behalf hereunder has been convicted of any conduct that constitutes grounds for mandatory exclusion as identified in 42 U.S.C. § 1320a-7(a). Each party further represents and certifies that it is not ineligible to participate in Federal health care programs or in any other state or federal government payment program. Each party agrees that if DHHS/OIG excludes it, or any of its practitioners or employees who order or provide Services, from participation in Federal health care programs, the party must notify the other party within five (5) days of knowledge of such fact, and the other party may immediately terminate this Agreement, unless the excluded party is a practitioner or employee who immediately discontinues ordering or providing Services hereunder.

14. HOLD HARMLESS AND INDEMNIFICATION

A. The Provider shall defend, indemnify, and hold the Department, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of or resulting from the acts, errors, or omissions of the Provider in performance of this Agreement, except for injuries and damages caused by the sole negligence of the Department.

B. Nothing contained in this Agreement shall be construed to create a liability or a right of indemnification in any third party. Under no circumstances shall the Department have any liability whatsoever for Provider's transportation of a patient or for cost incurred by Provider whether or not it transports a patient.

15. INSURANCE

The Provider shall maintain the insurance described in **Attachment C**.

16. LIQUIDATED DAMAGES

A. Provider shall pay the following sums, not as a penalty, but as liquidated damages for failure to meet or exceed patient care performance standards and transport protocols or for failure to satisfactorily perform other duties under this Agreement. Department and Provider agree that the Department's damages would be difficult to prove in any litigation and that these sums are a reasonable estimate of the damages sustained by the Department as a result of the Provider's failure to satisfactorily perform its duties under the Agreement. Nothing in this section shall be construed to limit any remedies, including termination, provided for herein with respect to any non-performance, breach, or default by Provider. Each and every call that does not adhere to the scope of services – performance standards shall first be classified as an alleged performance failure. Each alleged performance failure shall be investigated by the Provider and evaluated by the Department. The Department shall determine whether there were appropriate or acceptable extenuating circumstances that caused or significantly contributed to the performance failure. The Provider shall pay liquidated damages to the Department for all performance failures that are determined to be the fault of the Provider and not the result of an extenuating circumstance. All payments for liquidated damages shall be made payable to the Agency as determined by King County Fire District 27 Fall City. Liquidated damages shall include, but are not limited to, the following:

B.

Act/Omission	Liquidated Damage Amount
Any Urban emergency response that exceeds 22 minutes, 59 seconds. _ Shoreline Fire Department zip codes: 98177, 98133, 98155, 98125, 98117, 98115, and 98107.	Ten dollars (\$10) per minute, for each minute, up to 15 minutes. After 15 minutes it becomes a "failed response" with an overall penalty of three hundred dollars (\$300).

<p>Bothell Fire Department zip codes: 98028, 98021, 98012 and 98011. __</p> <p>Kirkland Fire Department zip codes: 98034 and 98033. __</p> <p>Redmond Fire Department zip codes: 98052</p> <p>Eastside Fire and Rescue zip codes: 98029, 98040, and 98059</p>	
<p>Any Suburban emergency response exceeding _27 minutes, 59 seconds.</p> <p>Redmond Fire Department zip codes 98053.</p> <p>Eastside Fire and Rescue zip codes _98074, 98072, 98077 and 98075.</p> <p>_____</p>	<p>Ten dollars (\$10) per, for each minute, up to 20 minutes. After 20 minutes it becomes a "failed response" with an overall penalty of three hundred dollars (\$300).</p>
<p>Any Rural emergency response exceeding _32 minutes, 59 seconds.</p> <p>Fall City Fire Department zip code: 98050, 98024, and 98065.</p> <p>Snoqualmie Fire Department zip code: 98065</p> <p>Eastside Fire and Rescue zip code: 98065, 98050, 98014, 98024 and 98045.</p> <p>Duvall Fire Department zip codes 98014 and 98019. _____</p>	<p>Ten dollars (\$10) per minute, for each minute, up to 25 minutes. After 25 minutes it becomes a "failed response" with an overall penalty of three hundred (\$300) dollars.</p>
<p>Any individual response exceeding the maximum response time or being cancelled due to exceeding the maximum response time. Classified as a "failed response".</p>	<p>Three hundred dollars (\$300) per incident.</p>
<p>Provider fails or is unable to respond</p>	<p>Three hundred dollars (\$300) per incident.</p>
<p>Provider fails to furnish required information, reports, or documentation within the time period specified by this Agreement</p>	<p>Fifty dollars (\$50) per day for each item of such information, report, or document.</p>

Ambulance experiences a mechanical failure (Breakdown) while transporting a patient to a hospital	Five hundred dollars (\$500) per incident except when Provider has provided timely and appropriate patient transfer and Provider has properly maintained the vehicle
Failure to utilize an acceptable CAD system	Two hundred fifty dollars (\$250) per day.

- C. No more frequently than monthly, and at least quarterly, King County Fire District 27 Fall City shall invoice Provider for any liquidated damages assessed during the prior period. Provider shall pay the liquidated damages within thirty (30) days of receipt of the invoice. In the event that the Department fails to invoice within sixty (60) days of the end of the prior period, the liquidated damages shall be deemed waived for the period.
- D. Provider may request that the agency requesting the liquidated damages reconsider imposition of liquidated damages. In the instances when the agency requesting the liquidated damages has reviewed the circumstances of imposing liquidated damages and determined that the grounds were sufficient to justify the imposition of the liquidated damages, the Provider shall have the right to appeal such determination to the Lead Agency. The Lead Agency shall report the reasons for the determination to impose liquidated damages to the Provider. The ruling of the Lead Agency shall be final.
- E. **Performance Incentive.** During the calendar month and in the event the Provider meets or exceeds a ninety percent (90%) response rate for ambulance requests in the Zone 1 coverage area (excluding Bellevue), the Zone 1 Fire Departments shall waive liquidated damages described in section B for that month, provided that during that month the Zone 1 Departments (excluding Bellevue) have not performed transport due to the Provider exceeding the maximum response time, failing to respond, failing to properly staff or equip unit, failing to report on-scene, or for mechanical failure when the unit was not properly maintained.

17. COMPLIANCE

The parties shall comply in all material respects with all applicable federal, state and local laws and regulations, including the federal Anti-kickback Statute. Provider's ambulances will conform to applicable state and local regulations for medical equipment for ambulances and be duly licensed for the transportation of patients.

18. EXTENT OF AGREEMENT/MODIFICATION

This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified, or added to only by written instrument properly signed by both parties.

19. SEVERABILITY

A. If a court of competent jurisdiction holds any part, term, or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

B. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict and shall be deemed modified to conform to such statutory provision.

20. FAIR MEANING

The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

21. NONWAIVER

A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay, or failure of either party to insist upon strict performance of any agreement, covenant, or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition, or right.

22. NOTICES

Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties at their addresses listed in this section or to such addresses as the parties may hereafter designate in writing. Notices 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 below.

To the Department: King County Fire District 27 Fall City
4301 334th PL SE
PO Box 609
Fall City, WA 98024
Attention: Deputy Chief Patrick LeDoux

To the Provider: Tri-Med Ambulance, LLC
18821 East Valley Hwy
Kent, WA 98032
Attention: Matt Gau
Telephone No. (206)423-9869

23. SURVIVAL

Any provision of this Agreement which imposes an obligation after termination or expiration of this Agreement shall survive the term or expiration of this Agreement and shall be binding on the parties to this Agreement.)

24. GOVERNING LAW

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

25. VENUE

The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for King County, Washington.

26. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

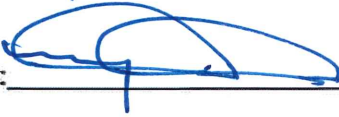
IN WITNESS WHEREOF, the parties have executed this Agreement as of the later of the signature dates included below.

PROVIDER

LEAD AGENCY KCFD 27 Fall City

Date: 10/24/2024

Date: 10/22/2024

By: 

By: 

Name: Matt Gau

Brian Culp, Fire Chief

Title: Managing Member

Tax I.D. #: 65-1193452

UBI #: 602 303 674

ATTACHMENT A
SCOPE OF SERVICES

BLS Transport Services

The participating Zone 1 Agencies provide initial Basic Life Support (BLS) response, not including interfacility transports, to all requests within their jurisdictions. Advanced Life Support (ALS) responses are the responsibility of the constituents of the Department, or other ALS providers within the King County Medic One system. Except and only with written authorization by the Shoreline Fire Department, the Provider shall not provide initial BLS services within the jurisdiction of participating Departments.

- The Provider will provide BLS Transport Services including Bariatric Transport Services when requested by Department units at the scenes of emergency responses. Requests for Bariatric Transport Services are exempt from response time standards.
- Each ambulance unit responding to BLS requests shall have a minimum of two (2) personnel who are certified and accredited Emergency Medical Technicians-B (EMT-B). Advanced life support vehicles (Critical Care) shall have a minimum of at least one (1) CCR Registered Nurse or Physician, in addition to one EMT. Requests for Critical Care units are exempt from response time standards.
- The Provider shall continuously meet or exceed the patient care standards provided by the State of Washington and the most current King County Patient Care Guidelines for Basic and Advanced Life Support (if applicable).
- The Provider shall maintain, for periodic review, complete patient care documentation so that Participating Zone 1 Agencies can ensure that the best patient care and transport options possible are being provided to patients being transported by the Provider.
- The Provider shall maintain, for periodic review, comprehensive fleet maintenance and personnel training records to ensure that patients are being transported in high-quality ambulances by certified Washington State/King County Certified EMTs.
- The Provider shall meet or exceed the response time standards shown on Attachment B. The Provider shall respond to all calls in accordance with the response time criteria. The Provider's response time performance will be monitored by King County Fire District 27 Fall City, and failure to meet the response time criteria shall result in the imposition of penalties as agreed upon.
- The Provider will be expected to meet with the King County Fire District 27 Fall City Department at or near the one (1) year anniversary of the Agreement to determine if the penalty structure is fair and equitable and adjust as mutually agreed to by the Parties.
- The Provider shall furnish, operate, and maintain its dispatch and communications equipment,

radios, telephones etc., and any hardware or software necessary for its provision of services. The Provider shall have and maintain an Automatic Vehicle Locator/Global Positioning Satellite System that tracks the locations and status of all its ambulance units. All dispatch communications shall meet or exceed State, Federal, and Local requirements.

- If the Country, State, County, or any local jurisdiction served by a Participating Agency declares a major emergency or disaster requiring more resources than anticipated, including Multiple Casualty Incident, is declared in any participating jurisdiction, the participating departments reserve the right to notify the Provider that the agreed upon terms of this contract may be temporarily modified. If MCI protocol is implemented the Provider shall provide and have a supervisor respond to the scene and report to the incident commander.
- The Provider will provide resources to assist in multi-company and MCI drills. The Participating Zone 1 Agencies will communicate with the Provider to facilitate training dates.
- The Provider shall provide resources to reduce the impact of Hospital Emergency Department "Patient Offload Times" of the Participating Zone 1 Agencies' BLS transport units as determined by ongoing collaborative dialogue between the Provider and the Zone 1 Agencies. "Patient Offload Times" are defined as "the time interval between the arrival of an ambulance patient at an ED and the time the patient is transferred to the ED gurney, bed, chair or other acceptable location and the emergency department assumes the responsibility for care of the patient."
- The Provider shall provide weekly medical equipment pick up from all applicable Emergency rooms and deliver to all participating Zone 1 agencies as communicated to Provider by each agency. Each Agency will provide a drop off location, one each per Agency.

All Provider responses for Zone 1 Departments will be code "red", unless otherwise directed by the requesting Fire Department. Provider requests that are code "yellow" are allowed an additional ten minutes in excess of the defined response times to arrive on scene.

ATTACHMENT B Response Time Requirements

Every calendar month, Provider shall meet or exceed the standards as outlined in Section B within the service area. Response times shall be measured in minutes and seconds, and shall be time-stamped by the Provider's computer aided dispatch (CAD) system.

In the event that Provider cannot respond to a request for service, the Zone One agencies reserve the right to contact another ambulance company to provide the service.

Response records inspection: The Zone One Agencies shall have the right to request a copy of any response records required to be maintained by the Provider with a two (2) business day notification to the Provider. Tri-Med will additionally provide a monthly report.

Exemptions: Providers shall apply for, and the Department shall grant, exemptions to response time performance standards in situations beyond the Provider's control that cause unavoidable delays or no response. The Department shall examine each request for exemption and shall take into consideration traffic, street blockages, severe weather, and other influencing factors. If the Department determines the circumstances so warrant, the Fire Department shall grant an exemption of the response from the performance standards. To be eligible for such an exemption, the Provider shall apply for the exemption with supporting documentation no later than the month following the month of the occurrence. The following subsections describe situations where the Department shall grant an exemption.

1. **Multiple Unit Response.** In the event two (2) or more ambulance units are simultaneously committed to one (1) incident, the first arriving ambulance unit shall be held to the response time standard. The Department may grant an exemption for each ambulance unit starting with the second unit provided the second additional unit arrives at the scene within an additional 10 minutes from the outlined response time criteria. When more than two units are committed to any single incident, response time exemptions will be provided beginning with the third unit committed to same incident. In the event that two (2) units are independently committed to two (2) independent incidents, both units shall be held to the response time standard. Exemptions will be granted when more than two units are simultaneously committed to any Zone 1 ambulance request (excluding Bellevue Fire)
2. **Concurrent Responses.** In the event two (2) or more ambulance units are simultaneously committed to separate incidents, the Department may grant an exemption for each unit starting with the third unit provided the third unit arrives at the scene within an additional ten (10) minutes. Responses exceeding three units committed to a Zone 1 request (excluding Bellevue) will be exempt from response time standards.
3. **Declared Disaster.** In the event an emergency is declared, as defined by Zone 1 Agency direction, the Department may grant an exemption for all ambulance units during the duration of the declared emergency.
4. **Cancelled request.** In the event a request is cancelled prior to or at the ambulance unit's arrival on scene for reasons other than exceeding the maximum response time standard, the Department will grant an exemption. If the overall cancellation rate for the Zone 1 Departments

exceeds 15% in any calendar month, response time exemptions will be granted for that same calendar month.

5. **Response Location Errors.** In the event the Communications Center provides an inaccurate address, or if the location does not exist, the Department will grant an automatic response time exemption, except if the incorrect response is the result of an error made by Provider's personnel, in that event the Department shall not grant an exemption.
6. **Response location change.** In the event the Department changes the incident location and the change delays the ambulance unit's response time because the unit must reroute farther than one (1) block to respond to the call, the Department shall grant an exemption.
7. **Response delayed by accident.** In the event the ambulance unit is involved in an accident and cannot continue to respond to the call, the Department may grant an exemption.
8. **Response requested to area outside primary coverage area.** In the event the Department requests the Provider respond to an area outside of its primary coverage area, the Department may grant an exemption to the Emergency Response Performance Standard on the condition that the Provider uses diligence to respond to the scene within a reasonable time.
9. **Response where the Fire unit vacates the scene prior to Provider arrival.** When the Fire unit leaves the scene prior to the arrival of the ambulance, response time requirements will not be enforced.

ATTACHMENT C
INSURANCE REQUIREMENTS

A. Insurance Term

The Provider shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Provider, its agents, representatives, or employees.

B. No Limitation

The Provider's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Provider to the coverage provided by such insurance, or otherwise limit the Department's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance

The Provider shall obtain insurance of the types and coverage described below:

1. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap liability, independent contractors, and personal injury and advertising injury. The City shall be named as an additional insured under the Provider's Commercial General Liability insurance policy with respect to the work performed for the Department using an additional insured endorsement at least as broad as ISO CG 20 26.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Provider's profession.

D. Minimum Amounts of Insurance

The Provider shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident, \$2,000,000 general aggregate.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

3. **Professional Liability** insurance shall be written with limits no less than \$2,000,000 per claim and \$5,000,000 policy aggregate limit, as applicable.
4. **Excess Insurance:** A policy above the primary general liability and auto liability policies that will provide a total limit of insurance of \$5,000,000. The excess policy must be at a minimum as broad as the primary policies and shall name the Department, its officials and employees and volunteers as additional insureds with said insurance being primary and non-contributory. Said policy shall provide that coverage shall not be canceled except after thirty (30) days written notice has been given to the Department.

E. Other Insurance Provision

The Provider's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain, that they shall be primary insurance as respect to the Department. Any insurance, self-insurance, or self-insured pool coverage maintained by the Department shall be excess of the Provider's insurance and shall not contribute with it.

F. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

G. Verification of Coverage

Before commencing work and services, the Provider shall provide to the person identified in Section 8 of the Agreement a Certificate of Insurance evidencing the required insurance. The Provider shall furnish the Department with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Provider before commencement of the work. The Department reserves the right to request and receive a certified copy of all required insurance policies.

H. Notice of Cancellation

The Provider shall provide the Department with written notice of any policy cancellation within two business days of their receipt of such notice.

I. Failure to Maintain Insurance

Failure on the part of the Provider to maintain the insurance as required shall constitute a material breach of contract, upon which the Department may, after giving five (5) business days' notice to the Provider to correct the breach, immediately terminate this Agreement

J. Department Full Availability of Provider Limits

If the Provider maintains higher insurance limits than the minimums shown above, the Department shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Provider, irrespective of whether such limits maintained by the Provider are greater than those required by this Agreement or whether any certificate of insurance furnished to the Department evidences limits of liability lower than those maintained by the Provider.

CITY OF BOTHELL

City Manager

Attest: _____ Approved as to form: _____

City Clerk, City of Bothell

City Attorney

CITY OF KIRKLAND

City Manager

Attest: _____ Approved as to form: _____

City Clerk, City of Kirkland

City Attorney

CITY OF REDMOND

Mayor

Attest: _____ Approved as to form: _____

City Clerk, City of Redmond

City Attorney

King County Fire District 45

Fire Chief


EASTSIDE FIRE & RESCUE

Fire Chief

SHORELINE FIRE DEPARTMENT

Fire Chief

KING COUNTY FIRE DISTRICT #27 Fall City

 _____

Fire Chief

CITY OF SNOQUALMIE

Mayor

Council Agenda Bill

AB Number

AB25-043

Agenda Bill Information

Title*

Sunnyside Jail Interlocal Agreement Renewal

Action*

Motion

Council Agenda Section

Committee Report

Council Meeting Date*

03/24/2025

Staff Member

Gary Horejsi

Department*

Police

Committee

Public Safety

Committee Date

03/17/2025

Exhibits

Packet Attachments - if any

CONTRACT JILA AGREEMENT SNOQUALMIE.docx

42.34KB

Summary

Introduction*

Brief summary.

The City of Snoqualmie has a current Interlocal Agreement with the City of Sunnyside Jail for services. The City of Sunnyside sent a renewal contract to be signed with the updated daily rates. This increase was proposed and approved in in the 2025-2026 biennium.

Proposed Motion

Move to approve Sunnyside Jail Interlocal Agreement Renewal

Background/Overview*

What was done (legislative history, previous actions, ability to hyperlink)

With jail costs rising each

year, the Snoqualmie Police Department, has been looking for less costly long-term confinement jail options. In doing so, the City of Snoqualmie and the City of Sunnyside desire to continue an Interlocal Agreement ("ILA") for the provision of jail services to the City of Snoqualmie. The proposed ILA provides for long-term post sentencing confinements (i.e., sentences greater than 30 days). The City of Sunnyside, acting through Sunnyside Correctional staff, will provide weekly transportation from the Issaquah Jail or South Correction Entity ("SCORE") at

no extra cost to the City of Snoqualmie. This ILA may be terminated at any time by the City of Snoqualmie or the City of Sunnyside. The current rates for confinement at the Sunnyside Jail facility are:

Rate
in 2024

Non-guaranteed
rate: \$60.00

Rate
in 2025

Non-guaranteed
rate: \$68.99

Below
is a breakdown of the City's current contracts for jail services as a
comparison.

Jail Provider	Booking Fee	Daily Fee	Mental Health
City of Issaquah	\$20.00	\$150.00	No
King County	\$293.28	\$273.39	Yes

SCORE \$65.00 \$204.97 Yes

[Current Sunnyside Interlocal Agreement.](#)

Analysis*

The new agreement is a continuation of the current agreement with a daily rate adjustment and would be in effect from January 1, 2025, through December 31, 2025.

Budgetary Status*

Funds have already been authorized in this year's budget.

Fiscal Impact

Amount of Expenditure	Amount Budgeted	Appropriation Requested
	\$3,856,685.00	\$0.00

Budget Summary

Administration recommends approving the Sunnyside Jail ILA. Expenditures under this ILA were incorporated within the 2025-26 Biennial Budget as part of the Snoqualmie Police Department services (General Fund #001). The budget included a substantial increase in expected Sunnyside Jail expenditures, anticipating a 266% increase over 2023-24 expenditures, which allows for the 15% increase in the non-guaranteed rate shown above. Additionally, utilizing Sunnyside Jail's services at the rates listed in the ILA would result in savings to the city as compared to other providers.

Fiscal Impact Screenshot

WHEN RECORDED RETURN TO:
City of Sunnyside, Washington
818 East Edison
Sunnyside, WA 98944

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF SUNNYSIDE, WASHINGTON
AND THE CITY OF SNOQUALMIE, WASHINGTON, FOR THE HOUSING OF
INMATES**

THIS INTERLOCAL AGREEMENT is made effective this 1st day of January, 2025, by and between THE CITY OF SNOQUALMIE, Washington, hereinafter referred to as “SNOQUALMIE”, and the City of Sunnyside, Washington, hereinafter referred to as “Sunnyside”, each party having been duly organized and now existing under the laws of the State of Washington.

WITNESSETH:

WHEREAS, Sunnyside and SNOQUALMIE are authorized by law to have charge and custody of the Sunnyside City Jail and SNOQUALMIE prisoners or inmates, respectively; and

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

WHEREAS, Sunnyside is desirous of accepting and keeping in its custody such inmate(s) in the Sunnyside 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 city to contract with any other city/county to perform any governmental service, activity or undertaking which each contracting city/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 expressed otherwise, 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 the effective date and end December 31, 2025, subject to earlier termination as provided by Section 3 herein. This agreement shall be renewed automatically for like successive periods of 12 months under such terms and conditions as the parties may determine. Nothing in this Agreement shall be construed to require SNOQUALMIE to house inmates in Sunnyside continuously.

3. TERMINATION.

(a) By either party. This Agreement may be terminated by written notice from either party 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. This Agreement may only be terminated by ninety (90) days written notice of termination of this Agreement, to all parties to this Agreement and the State Office of Financial Management. The Notice of termination shall state the ground for termination and the specific plans for accommodating the affected jail population. The notice must be delivered by regular mail to the contact person identified herein. Termination shall become effective ninety (90) days after receipt of such notice. Within said ninety (90) days, Snoqualmie agrees to remove its inmate(s) from Sunnyside.

(b) By SNOQUALMIE due to lack of funding. The obligation of SNOQUALMIE to pay Sunnyside under the provision of this Agreement beyond the current fiscal year is expressly made contingent upon the appropriation, budgeting availability of sufficient funds by SNOQUALMIE. 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 SNOQUALMIE shall have the option of terminating the Agreement upon written notice to Sunnyside, 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 SNOQUALMIE.

(c) Termination for Breach. In the event SNOQUALMIE 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 Sunnyside giving SNOQUALMIE 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, Sunnyside may terminate SNOQUALMIE's rights under this Agreement in addition to and not in limitation of any other remedy of Sunnyside at law or in equity, and the failure of Sunnyside to exercise such right at any time shall not waive Sunnyside's right to terminate for any future breach or default.

(d) In the event of termination of this agreement for any reason, SNOQUALMIE shall compensate Sunnyside for prisoners housed by Sunnyside after notice of such termination until SNOQUALMIE 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:

- To Sunnyside: City of Sunnyside
818 E. Edison Avenue
Sunnyside, WA 98944
- Primary Contact Person: Andrew Gutierrez, Corrections Sergeant
509-836-6200, agutierrez@sunnyside-wa.gov
- Secondary Contact: Robert Layman, Chief of Police
509-836-6200, rlayman@sunnyside-wa.gov

- To SNOQUALMIE:
- City of SNOQUALMIE
38624 SE River St/ PO Box 987
cityclerk@snoqualmiewa.gov
- Primary Contact Person: *Lynch, Brian, Chief*
425.888.3333, BLynch@snoqualmiewa.gov
- Secondary Contact: *L.T Liebetrau, Admin Specialist*
425.888.3333, MLiebetrau@snoqualmiewa.gov
Communications: 425.888.3333

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 00:00:00 a.m., and ending 23:59:59 p.m.
- (b) Inmate Classifications shall be pursuant to the Sunnyside’s 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. Sunnyside agrees to accept and house SNOQUALMIE inmates for compensation per inmate at the rate of \$68.99 per day. This includes minimum and medium classification inmates. The parties agree that Sunnyside will not charge a separate booking fee in addition to such rate. The date of booking into the Sunnyside Jail of SNOQUALMIE inmates shall be charged a minimum of a full daily rate per inmate regardless of the time of booking within a 24-hour period. The date of release from Sunnyside Corrections and/or returned to SNOQUALMIE, regardless of the time frame within a 24-hour day shall not constitute a charge by the City of Sunnyside against SNOQUALMIE.

(b) Billing and Payment. Sunnyside agrees to provide SNOQUALMIE with an itemized invoice listing all names of housed inmates, the case/citation number, the number of days housed (including the date and time of booking and date and time of release), and the payment amount due. Sunnyside agrees to provide said invoice by the 10th of each month. SNOQUALMIE agrees to make payment to the City of Sunnyside within *thirty* (30) days of receipt of such invoice for the amount billed for the previous calendar month.

(c) Transportation of inmates is included in the cost and is provided by Sunnyside Corrections.

7. RIGHT OF INSPECTION. SNOQUALMIE shall have the right to inspect, at all reasonable times, all Sunnyside facilities in which inmates of SNOQUALMIE are confined in order to determine if such jail maintains standards of confinement acceptable to SNOQUALMIE and that such inmates therein are treated equally regardless of race, religion, color, creed or national origin; provided, however, that Sunnyside 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. Sunnyside agrees that no early releases or alternatives to incarceration, including furloughs, passes, work crews,

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. Sunnyside shall establish and maintain an account for each inmate received from SNOQUALMIE 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. Sunnyside shall be accountable to SNOQUALMIE for such inmate funds. At either the termination of this Agreement, the inmate's death, and release from incarceration or return to either SNOQUALMIE or indefinite release to the court, the inmate's money shall be refunded in the form of a pre-paid debit card or check issued to the inmate at the time of their release or transfer.

10. INMATE PROPERTY. SNOQUALMIE may transfer to Sunnyside only agreed amounts of personal property of SNOQUALMIE inmates recovered from or surrendered by inmates to SNOQUALMIE upon booking. Only those items which fit into a 12-inch by 14-inch bag will be allowed on transports, when such transports are conducted by Sunnyside Jail Personnel. Additional legal material or personal belongings may be shipped to the Sunnyside Jail at the expense of the inmate or SNOQUALMIE.

11. RESPONSIBILITY FOR OFFENDER'S CUSTODY. It shall be the responsibility of Sunnyside 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 the City of Sunnyside, 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 Sunnyside to provide services, treatment, facilities or programs to SNOQUALMIE inmates above, beyond or in addition to that which is required by applicable law.

12. MEDICAL SERVICES.

(a) Inmates deemed SNOQUALMIE inmates shall receive such medical, psychiatric and dental treatment when **emergent** and necessary to safeguard their health while housed in Sunnyside. Sunnyside shall provide or arrange for the providing of such medical, psychiatric and dental services. Except for routine minor medical services provided in the Sunnyside Jail, SNOQUALMIE shall pay directly or reimburse Sunnyside for any and all costs associated with the delivery of any emergency and/or major medical service provided to SNOQUALMIE inmates. SNOQUALMIE shall be responsible for any

and all **emergent** medical, dental and psychiatric treatment provided outside of the Sunnyside Jail and shall be billed therefor.

(b) An adequate record of all such services shall be kept by Sunnyside for SNOQUALMIE's review at its request, to the extent consistent with confidentiality regulations. Any medical or dental services requiring treatment from providers outside of the Sunnyside Jail shall be reported to SNOQUALMIE as soon as time permits.

(c) Should medical, psychiatric or dental services require hospitalization, SNOQUALMIE agrees to compensate Sunnyside dollar for dollar any amount expended, or cost incurred in providing the same; provided that, except in emergencies, SNOQUALMIE will be notified by contacting the duty supervisor at SNOQUALMIE prior to the inmate's transfer to a hospital, if and when circumstances allow, or as soon afterward as practicable.

(d) Sunnyside will make all reasonable efforts to ensure that medical care providers providing services to SNOQUALMIE inmates adhere to payment requirements of RCW 70.48.130 when such services are not billed directly to SNOQUALMIE by the medical care provider. Sunnyside may elect to have the medical care provider(s) bill SNOQUALMIE directly. SNOQUALMIE will have the responsibility for notifying medical care providers of these payment requirements when billed directly by medical care providers.

13. DISCIPLINE. Sunnyside shall have physical control over and power to execute disciplinary authority over all inmates of SNOQUALMIE. 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) SNOQUALMIE shall forward to Sunnyside 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) Sunnyside 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 Sunnyside, SNOQUALMIE shall upon request be entitled to receive and be furnished with copies of any report or record associated with said inmate(s) incarceration.

15. REMOVAL FROM THE JAIL. An inmate of SNOQUALMIE legally confined in Sunnyside shall not be removed from the jail by any person without written authorization from THE SNOQUALMIE or by order of any court having jurisdiction. SNOQUALMIE hereby designates the Corrections Sergeant as the official authorized to direct Sunnyside

to remove SNOQUALMIE inmates from the Sunnyside Jail. Sunnyside 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, dental, psychiatric treatment or other catastrophic condition presenting an eminent danger to the safety of the inmate or to the inmates or personnel of the Sunnyside Jail. In the event of any such emergency removal, Sunnyside shall inform SNOQUALMIE 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 SNOQUALMIE inmate escapes from Sunnyside's custody, Sunnyside will use all reasonable means to recapture the inmate. The escape shall be reported immediately to SNOQUALMIE. Sunnyside 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 Sunnyside; however, Sunnyside shall not be required to expend unreasonable amounts to pursue and return inmates from other counties, states or other countries.

17. DEATH OF AN INMATE.

(a) In the event of the death of a SNOQUALMIE inmate, the Yakima County Coroner shall be notified. SNOQUALMIE shall receive copies of any records made at or in connection with such notification.

(b) Sunnyside shall immediately notify SNOQUALMIE of the death of a SNOQUALMIE inmate, furnish information as requested and follow the instructions of SNOQUALMIE regarding the disposition of the body. SNOQUALMIE hereby designates the Chief of Police as the official authorized to request information from and provide instructions to Sunnyside regarding deceased inmates. The body shall not be released except on written order of said appropriate official(s) of SNOQUALMIE. Written notice shall be provided within three weekdays of receipt by SNOQUALMIE of notice of such death. All expenses relative to any necessary preparation of the body and shipment charges shall be paid by SNOQUALMIE. With SNOQUALMIE's consent, to be obtained on an individual basis, Sunnyside may arrange for burial and all matters related or incidental thereto, and all such expenses shall be paid by SNOQUALMIE. 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) SNOQUALMIE shall receive a certified copy of the death certificate for any of its inmates who have died while in the City of Sunnyside's custody.

18. RETAKEING OF INMATES. Upon request from Sunnyside, SNOQUALMIE shall, at its expense, retake any SNOQUALMIE inmate within *thirty-six* (36) hours after receipt of such request. In the event the confinement of any SNOQUALMIE inmate is terminated for any reason, SNOQUALMIE shall, at its expense, retake such inmate at the Sunnyside Facility.

19. HOLD HARMLESS AND INDEMNIFICATION.

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

(b) The terms of section 19 shall survive the termination or expiration of this Agreement.

19.1 SUNNYSIDE – HOLD HARMLESS AND INDEMNIFICATION. Sunnyside agrees to hold harmless, indemnify and defend The City of SNOQUALMIE, 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, negligent act, error, or omission of Sunnyside, its officials, officers, agents, volunteers or employees, in connection with the services required by this agreement, provided, however, that:

(a) Sunnyside'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 SNOQUALMIE, its officials, agents, officers, employees or volunteers; and

(b) In the event that the officials, agents, officers, and/or employees of both SNOQUALMIE and Sunnyside 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).

19.2 SNOQUALMIE – HOLD HARMLESS AND INDEMNIFICATION. SNOQUALMIE agrees to hold harmless, indemnify and defend Sunnyside, 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 SNOQUALMIE, its officials, officers, agents, volunteers or employees, in connection with the services required by this agreement, provided, however, that:

(a) SNOQUALMIE'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 Sunnyside, its agents, officers, employees or volunteers; and

(b) In the event that the officials, agents, officers, and/or employees of both SNOQUALMIE and Sunnyside 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).

20. RIGHT OF REFUSAL AND TRANSPORTATION.

(a) Sunnyside shall have the right to refuse to accept any inmate from SNOQUALMIE when, in the opinion of Sunnyside, its inmate census is at capacity such 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) Sunnyside shall further have the right to refuse to accept any inmate from SNOQUALMIE who, in the judgment of Sunnyside, has a current illness or injury which may adversely affect the operations of the Sunnyside Jail, 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 Sunnyside's Objective Jail Classification System.

(c) SNOQUALMIE prisoners incarcerated in Sunnyside pursuant to this Agreement shall be transported to Sunnyside by and at the expense of Sunnyside and shall be returned, if necessary, to SNOQUALMIE's custody by Sunnyside personnel and at Sunnyside's expense provided that notice of the necessity of transport is received by Sunnyside *three* (3) days prior to time of expected transport.

21. INDEPENDENT CONTRACTOR. In providing services under this contract, Sunnyside is an independent contractor and neither it nor its officers, agents or employees are employees of SNOQUALMIE 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 SNOQUALMIE 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 the unenforceability or invalidity of a single provision herein shall not affect the remaining provisions.

(b) Dispute Resolution. In the event of a dispute regarding the enforcement, breach, default, or interpretation of this Agreement, the parties shall first meet in a good faith effort to resolve such dispute. In the event the dispute cannot be resolved by

agreement of the parties, said dispute shall be resolved by The Washington Superior Court, with venue placed in Sunnyside, Yakima County, Washington. Each party shall bear its own attorney fees and costs.

(c) 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.

(d) 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 severed only to the extent necessary to bring it within legal requirements.

(e) Filing. This Agreement shall be filed with the Yakima County Auditor's Office or, alternatively, listed by subject on each or either party's website or other electronically retrievable public source 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 gender neutral.

24. ACCESS TO RECORDS CLAUSE. The parties hereby agree that authorized representatives of the parties shall 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* (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. INTERLOCAL COOPERATIVE ACT PROVISIONS Each party shall be solely responsible for all costs, materials, supplies and services necessary for their performance under the terms of this Agreement. All property and materials secured by each party in the performance of this Agreement shall remain the sole property of that party. All funding incident to the fulfillment of this Interlocal Agreement, shall be borne by each party necessary for the fulfillment of their responsibilities under the terms of this Agreement. No special budgets or funds are anticipated, nor shall be created incident to this Interlocal Cooperation Agreement. It is not the intention that a separate legal entity be established to conduct the cooperative undertakings, nor is the acquisition, holding, or disposing of any real or personal property anticipated under the terms of this Agreement.

The City Manager of the City of Sunnyside, Washington, shall be designated as the Administrator of this Interlocal Cooperative Agreement.

A copy of this Interlocal Agreement shall be filed or placed on the City's and the Port's website as provided by RCW 39.34.

26. ENTIRE AGREEMENT. This Agreement represents the entire integrated Agreement between SNOQUALMIE and Sunnyside and supersedes 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 SUNNYSIDE

THE CITY OF SNOQUALMIE

By: _____
Mike Gonzalez, City Manager

By: _____
Name of Endorser

ATTEST:

ATTEST:

Jacqueline Renteria, City Clerk

Name, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Saxton Riley & Riley, PLLC
Benjamin J. Riley,
Attorneys for the City of Sunnyside

Attorney for the City of SNOQUALMIE

STATE OF WASHINGTON)

: ss.
THE CITY OF SUNNYSIDE)

On this day personally appeared before me Mike Gonzalez, City Manager, of the City of Sunnyside, to be known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this _____ day of _____, 20____.

NOTARY PUBLIC in and for the State of Washington
Residing at: _____
My Commission Expires: _____

STATE OF WASHINGTON)
: ss.
THE CITY OF SNOQUALMIE)

On this day personally appeared before me _____, *Title*, of the CITY OF SNOQUALMIE, to be known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this _____ day of _____, 20____.

NOTARY PUBLIC in and for the State of Washington
Residing at: _____
My Commission Expires: _____

Council Agenda Bill

AB Number

AB25-044

Agenda Bill Information

Title*

Yakima County Jail Interlocal Agreement

Action*

Motion

Council Agenda Section

Committee Report

Council Meeting Date*

03/17/2025

Staff Member

Gary Horejsi

Department*

Police

Committee

Public Safety

Committee Date

03/17/2025

Exhibits

Packet Attachments - if any

City of Snoqualmie 2025 Contract Draft.doc

171KB

Summary

Introduction*

Brief summary.

The City of Snoqualmie would like to enter into an Interlocal Agreement with the Yakima County Department of Corrections for Jail for services. The City of Snoqualmie is seeking cost effective services for long-term commitments for both male and female inmates.

Proposed Motion

Move to authorize the Mayor to sign an Interlocal Agreement with Yakima County Jail.

Background/Overview*

What was done (legislative history, previous actions, ability to hyperlink)

With jail costs rising each year, the Snoqualmie Police Department, has been looking for less costly long-term confinement jail options. In doing so, the City of Snoqualmie and the Yakima County Department of Corrections desire to continue an Interlocal Agreement ("ILA") for the provision of jail services to the City of Snoqualmie. The proposed ILA provides for long-term post sentencing confinements (i.e., sentences greater than 30 days). The Yakima County Department of Corrections will provide transportation from the Issaquah Jail or South Correction Entity ("SCORE") or mutually agreed

upon destination at no extra cost to the City Snoqualmie. This ILA may be terminated at any time by the City of Snoqualmie or the Yakima County Department of Corrections. The current rates for confinement at the Yakima County Department of Corrections facility are:

Rate in 2025

- Non-guaranteed rate: \$125.00

- Intensive Management Inmates (IMI) who have serious medical, mental health or behavioral conditions may require special housing or treatment, as determined by Yakima County will be housed at a rate of \$172.92.

Below is a breakdown of the City's current contracts for jail services as a comparison.

Jail Provider	Booking Fee	Daily Fee	Mental Health Services Provided
City of Issaquah	\$20.00	\$150.00	No
Sunnyside Jail	\$0.00	\$68.99	Yes
King County	\$293.28	\$273.39	Yes
SCORE	\$65.00	\$204.97	Yes

Analysis*

This new interlocal agreement provides an additional resource for long term commitments and helps managed fiscal responsibilities due to the rising cost of jail fees.

Budgetary Status*

This action will reduce expenditures.

Fiscal Impact

Amount of Expenditure	Amount Budgeted	Appropriation Requested
	\$3,856,685.00	\$0.00

Budget Summary

Administration recommends approving the Yakima County Department of Corrections ILA. Expenditures under this ILA were not specifically incorporated within the 2025-26 Biennial Budget as part of the Snoqualmie Police Department services (General Fund #001). However, if the city were to utilize Yakima County Jail services instead of Issaquah, SCORE, or King County it would save approximately 17-46% on the daily fee. Booking fees listed above would represent additional savings, as the Yakima County ILA does not include a booking fee.

Fiscal Impact Screenshot

Item 4.

AGREEMENT FOR INMATE HOUSING 2025

THIS INTERLOCAL AGREEMENT FOR INMATE HOUSING (hereinafter "Agreement") is made and entered into by and between the City of Snoqualmie, hereinafter referred to as **City** and the Yakima County Department of Corrections, hereinafter referred to as **Yakima County**.

WHEREAS, Chapters 39.34 and 70.48 RCW authorize the County to enter into a contract for inmate housing; and

WHEREAS, The City desires to transfer custody of certain inmates to Yakima County to be housed in Yakima County's corrections facilities during those inmates' confinement, and to compensate Yakima County for housing such inmates; and

WHEREAS, Yakima County desires to house inmates who would be otherwise in the City custody on the terms agreed herein.

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

1. Purpose. The purpose and intent of this Agreement is to establish the terms under which Yakima County will house City inmates.

2. Definitions.

Business day means Monday through Friday excluding Yakima County standard holidays.

Committing Court means the court that issued the order or sentence that established City of Snoqualmie custody of a City of Snoqualmie Inmate.

Detainer means a legal order authorizing or commanding another agency a right to take custody of a person.

City Inmate or "Inmate" means a person subject to City of Snoqualmie custody who is transferred to Yakima County custody under this Agreement

3. General Provisions. Yakima County shall accept City Inmates according to the terms of this Agreement and shall provide housing, care, and custody of those City Inmates in the same manner as it provides housing, care and custody to its own inmates.

Yakima County shall manage, maintain, and operate its corrections facilities in compliance with all applicable federal, state, and local laws and regulations.

4. Right to Refuse or Return Inmate. To the greatest extent permitted by law, Yakima County shall have the right to refuse to accept a City Inmate or to return a City Inmate to City of Snoqualmie, if the Inmate has a current illness or injury that is listed in **Attachment A - Medical Acceptability** or requires to be housed in special housing for behavior problems and/or medical or mental health concerns. Yakima County shall provide notice to the City at least one business day prior to transport.

5. Inmate Transport. County Transported: Yakima County shall transport Inmates to and from Yakima County's corrections facilities except when weather or other conditions beyond Yakima County's control prevent transport. **Inmate transport dates will be determined by the number of inmates the City has housed with Yakima County.**

Yakima County will pick up and drop off Inmates at a mutually agreed upon destination. In the event the City wishes Yakima County to pick up and/or drop off a City Inmate at another detention or correction facility, the City shall notify Yakima County of the location of the Inmate for pick up and/or drop off.

The City shall provide a written inmate transport list to Yakima County the business day prior to transport. At the time of scheduling transport, if possible, but no later than transport pickup, The City shall provide to Yakima County the warrant or court order detaining or committing the Inmate, as well as any order that specifies the Inmate's next court date or sentence to confinement.

The City shall provide a complete copy of each Inmate's records in its possession to Yakima County prior to transferring custody of the Inmate to Yakima County. Yakima County will not assume custody of any City Inmate without a warrant or court order that commits the Inmate to confinement.

City Transported: The City will provide Yakima County a written transport list to Yakima County the business day prior to delivery. At the time of delivery, The City shall provide Yakima County the warrant or court order detaining or committing the inmate as well as any order that specifies the Inmate's next court date or sentence to confinement.

The City shall provide a complete copy of each Inmate's records in its possession to Yakima County prior to transferring custody of the Inmate to Yakima County. Yakima County will not assume custody of any inmate without a warrant or court order that commits the Inmate to confinement.

6. Inmate Records. The City shall provide all medical records in its possession to Yakima County's transport officers prior to the Inmate's departure from the City's detention or designated detention facility. In the event the Inmate is transported by the City, The City shall provide all medical records in its possession to Yakima County's booking officer. In the event additional information is requested by Yakima County regarding a particular Inmate, Yakima County and the City will mutually cooperate to provide the additional information needed.

7. Inmate Property. Yakima County shall accept and transport Inmate property in accordance with **Attachment B – Property** and shall be responsible only for inmate property actually delivered into County possession. Yakima County shall hold and handle each Inmate's personal property in the same manner it holds and handles property of other County inmates. In the event a City Inmate is being transported from the City's designated detention or correction facility, it will be the responsibility of the City to dispose of the Inmate's property not delivered and accepted into County possession. When returning Inmates to the City, Yakima County shall transport Inmate property according to the provisions of Attachment B – Property, and it shall be the responsibility of Yakima County to dispose of any of the Inmate's property not transported with the Inmate.

8. Booking. Inmates shall be booked pursuant to Yakima County's booking policies and procedures. Inmates transported by the City that are not acceptable at booking, will be the responsibility of the City to transport back to the City.

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 a City Inmate is entitled. The information is to be used for third party billing.

Yakima County and the City will attempt to develop a process at the City's detention facilities for pre-booking Inmates who are being transferred to the custody of Yakima County.

9. Classification. Inmates shall be classified pursuant to Yakima County's classification policies and procedures, and within the sole discretion and judgment of Yakima County. The City shall provide information identified in **Attachment C – Classification**, of this Agreement.

10. Housing. Inmates shall be assigned to housing pursuant to Yakima County's policies and procedures, and within the sole discretion and judgment of Yakima County. Provided however, that generally, if a City Inmate's classification qualifies him/her to be housed in the Yakima County Corrections Center, and there is a bed available at the Yakima County Corrections Center, the Inmate shall be housed in the Yakima County Corrections Center. The Yakima County Corrections Center is currently closed, however should it reopen, this article will be utilized. Exceptions to this general provision include circumstances such as: 1) No women are housed at the Yakima County Corrections Center; 2) Inmates assigned to certain work crews must be housed in the Main Jail or Annex; 3) Certain programs are available only to Inmates housed in the Main Jail or Annex; 4) Inmates who will be housed for less than one week will usually be housed in the Main Jail or Annex.

11. Inmate Work Programs. Yakima County may assign Inmates to work programs such as inside and outside work crews, kitchen and facility duties, and other appropriate duties.

12. Health Care. Yakima County shall provide in-facility medical care commonly associated with county corrections operations as guided by American Correctional Association or National Commission on Correctional Health Care standards.

Inmates shall be responsible for co-payment for health services according to County policy. The City shall not be responsible to Yakima County for Inmate co-payments. No Inmate shall be denied necessary health care because of an inability to pay for health services.

Yakima County shall notify the City's designee(s) via e-mail or fax if a City Inmate requires medical or dental treatment at an outside medical or health care facility. The City shall be responsible to promptly notify Yakima County of any changes in its designee(s).

The City shall pay for all medical, mental health, dental or any other medical services that are required to care for City Inmates outside YCDOC facilities. Except, Yakima County shall bear the expense of any such medical care necessitated by improper conduct of Yakima County, or of its officers or agents.

Yakima County shall notify the City as soon as reasonably possible before the Inmate receives medical and/or dental treatment outside of YCDOC facilities. The City acknowledges that such notice may not be reasonably possible prior to emergency care. Lack of prior notice shall not excuse the City from financial responsibility for related medical expenses and shall not be a basis for imposing financial responsibility for related medical expenses on Yakima County.

Outside medical expenses for Inmates housed for more than one jurisdiction shall be divided equally among those jurisdictions.

13. Inmate Discipline. Yakima County shall discipline Inmates according to the same policies and procedures under which other County inmates are disciplined. However, nothing contained herein shall be construed to authorize the imposition of a type of discipline that would not be imposed on a comparable County inmate, up to and including the removal of earned early release credits as approved by the City.

14. Removal from County Facilities. Except for work programs or health care, and during emergencies, Inmates shall not be removed from County facilities without written authorization from the City or by the order of any court having jurisdiction. Other jurisdictions may "borrow" a City Inmate only according to the provisions of **Attachment D – Borrowing**. In the event of the Inmate's emergency removal, Yakima County shall notify the City by email or fax as soon as reasonably possible. No early release or alternative to incarceration, including furloughs, home detention, or work release shall be granted to any Inmate without written authorization by the committing court.

15. Visitation. Yakima County shall provide scheduled visitation for attorneys, spouses, family, and friends of Inmates. Such visitation may be accomplished as provided in Section 24 of this Agreement.

16. Inmate-Attorney Communication. Confidential telephones or visitation rooms shall be available to inmates to communicate with their attorneys.

17. Inmate Accounts. Yakima County shall establish and maintain an account for each Inmate. Yakima County shall ensure family members and others have a reasonable process to add funds to a City Inmate's account,

Upon returning custody of a City Inmate to the City, Yakima County shall transfer the balance of that Inmate's account that is not subject to charges, to the Inmate or to the City in the form of a check or a debit card in the name of the Inmate.

In the event Yakima County contracts with a company/business that furnishes technology for wireless inmate account crediting (such as Keefe or JPAY) the City may allow Yakima County (or County's contracted representative) to install the equipment necessary for use of the system. The City shall not be financially responsible for any aspect of the system, including but not limited to installation or maintenance costs. The City shall not receive any compensation or profits for such a system.

18. Detainers. Inmates in a "Detainer" status shall be handled according to **Attachment E – Detainers**.

19. Releases. The City shall be responsible for computing and tracking all sentence time calculations, good time, court dates and release dates. Inmates will be released in accordance with **Attachment F – Inmate Release**.

Yakima County shall not transfer custody of a City Inmate housed pursuant to this Agreement to any party other than the City, except as provided in this Agreement or as directed by the City.

20. Escape. If a City Inmate escapes Yakima County custody, Yakima County shall notify the City as soon as reasonably possible. Yakima County shall use all reasonable efforts to pursue and regain custody of any escaped City Inmates and shall assume all costs connected with the recapture of the City Inmate.

21. Death. If a City Inmate dies in Yakima County custody, Yakima County shall notify the City as soon as reasonably possible. The Yakima County Coroner shall assume custody of the City Inmate's body. Unless another agency becomes responsible for investigation, YCDOC shall investigate and shall provide the City with a report of its investigation. The City may participate in the investigation. If another agency becomes responsible for investigation, YCDOC shall act

as liaison or otherwise facilitate the City's communication with and receipt of reports from the other agency.

The City shall provide Yakima County with written instructions regarding the disposition of the City Inmate's body. The City shall pay for all reasonable expenses for the preparation and transport of the body. The City may request in writing that Yakima County arrange for burial and all matters related or incidental thereto and the City shall be responsible for all costs associate with this request. Except, Yakima County shall bear such expenses necessitated by improper conduct of County, or its officers or agents.

22. Reporting Requirements. Ordinarily on business days, Yakima County will deliver the following reports to the City:

Housing Report – a report detailing which City inmates are housed at the Yakima County Corrections Center.

Custody Report – a report of total inmate populations confined at all YCDOC facilities. It includes current and historical safety and population data.

Special Housing Report – Identifies City inmates who are in special housing assignments.

23. The City's Right of Inspection. The City shall have the right, upon reasonable advance notice, to inspect County correction facilities where 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.

24. Technology. Yakima County and the City may each permit the other continuous access to its computer database regarding all City Inmates housed by Yakima County. This continuous access feature may be accomplished through a computer link between a computer(s) designated by the City and appropriate computer(s) of Yakima County.

By separate mutual agreement, Yakima County and the City may provide video conference capabilities for personal visiting, professional visiting, pre-trial conferences, arraignments, and other court and conferencing needs.

25. Bed Rate. In consideration of Yakima County's commitment to house City Inmates, the City shall pay Yakima County based on the rates identified in the **Rate Attachment Sheet** of this Agreement.

The Bed Rate includes all in-facility medical, dental (if available), and mental health services. In the event an inmate requires out of facility medical, dental or mental health services, the City shall be responsible for the cost of the services.

Yakima County shall not charge a booking fee in connection with housing City Inmates.

The City may purchase additional beds, as available, at the then existing bed rate; however, Yakima County shall have the right to refuse to accept custody of or house inmates in excess of the City's minimum bed commitment.

The Daily Fee for inmates housed for more than one jurisdiction shall be divided equally among those jurisdictions.

This daily rate is established for 2025. Yakima County reserves the right to increase the daily rate with the understanding that they will provide the City ninety (90) days written notification prior to said increase.

26. Billing and Payment. Yakima County shall provide the City with monthly statements itemizing the name of each City Inmate, the number of days of housing, including the date and time booked into Yakima County and date and time released from Yakima County and itemization of any additional charges including a description of the service provided, date provided and reason for service.

Yakima County shall provide said statement for each month on or about the 10th day of the following month. Payment shall be due to Yakima County within (30) days from the billing date. Yakima County may bill the City electronically. Payments not received by the 30th day shall bear interest at the rate of 1% per month until payment is received.

The Daily Fee for City Inmates housed for more than one jurisdiction shall be divided equally among those jurisdictions.

27. Duration of Agreement. This Agreement will renew annually for up to five (5) years unless there is written notification from one party to the other that they wish to terminate the contract at the end of the current calendar year. Such notification will be sent to the receiving party no later than October 1st of the current year.

28. Independent Contractor. In providing services under this Agreement, Yakima County is an independent contractor and neither it nor its officers, nor its agents nor its 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. Nothing in this Agreement is intended to create an interest in or give a benefit to third persons not signing as a party to this Agreement.

29. Hold Harmless, Defense, and Indemnification. Yakima County shall hold harmless, defend, and indemnify 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 false arrest or detention, alleged mistreatment, injury, or death of any City Inmate, or loss or damage to City Inmate property while in County custody) that result from or arise out of the acts or omissions of County, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of Yakima County's services, duties, and obligations under this Agreement.

The City shall hold harmless, defend, and indemnify Yakima County, 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 false arrest or detention, alleged mistreatment, injury, or death of any City Inmate, or loss or damage to City Inmate property while in County custody) that result from or arise out of the acts or omissions of the City, its elected officials, officers,

employees, and agents in connection with or incidental to the performance or non-performance of the City's services, duties, and obligations under this Agreement.

In the event the acts or omissions of the officials, officers, agents, and/or employees of both the City and Yakima County in connection with or incidental to the performance or non-performance of the City's and/or Yakima County's services, duties, and obligations under this Agreement are the subject of any liability claims by a third party, The City and Yakima County shall each be liable for its proportionate share of fault in any resulting suits, actions, claims, liability, damages, judgments, costs and expenses and for their own attorney's fees.

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

Yakima County and the City hereby waive, as to each other only, their immunity from suit under industrial insurance, Title 51 RCW. This waiver of immunity was mutually negotiated by the parties hereto.

The provisions of this section shall survive any termination or expiration of this Agreement.

30. Insurance. Yakima County and the City shall provide each other with evidence of insurance coverage, in the form of a certificate or other competent evidence from an insurance provider, insurance pool, or of self-insurance sufficient to satisfy the obligations set forth in this Agreement.

Yakima County and the City shall each maintain throughout the term of this Agreement coverage in minimum liability limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate for its liability exposures, including comprehensive general liability, errors and omissions, auto liability and police professional liability. The insurance policy shall provide coverage on an occurrence basis.

31. Termination.

A. Mutual Agreement: This Agreement may be terminated by mutual written consent between Yakima County and the City with 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 City Inmates.

B. Imperiling Conditions: The City shall have the right to terminate this Agreement where: 1) conditions and/or circumstances at Yakima's facilities present an imminent risk of serious injury or death to City Inmates [Imperiling Conditions]; 2) The City has sent Yakima County written notice by certified mail, return receipt requested describing with reasonable specificity the Imperiling Conditions; and 3) Yakima County has failed to cure the Imperiling Conditions within a reasonable period of time, which, unless the parties agree in writing to a longer period, shall be no more than 30 days after Yakima County receives the City's notice. Termination under this provision shall be effective if and when: 1) after at least 30 days, Yakima County has not cured the Imperiling Condition(s); and 2) The City has removed its Inmates; and 3) The City has given Yakima County formal written notice of final termination under this provision. After Termination under this provision the City shall have no further financial obligations under this Agreement.

C. Material Breach: Either party shall have the right to terminate this Agreement if: 1) the other party is in material breach of any term of this Agreement; 2) the terminating party has sent the breaching party written notice of its intent to terminate this Agreement under this

section by certified mail, return receipt requested describing with reasonable specificity the basis for the termination; and 3) the breaching party has failed to cure the breach within ninety (90) days, unless the parties agree in writing to a longer cure period. Termination shall be effective upon, and the City shall have no further financial obligations under this Agreement from the date of removal of its Inmates from the Yakima Facility or County's receipt of final notice that the City is terminating the Agreement after the expiration of the cure period, whichever occurs last.

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

33. Equal Opportunity. Neither party shall discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, age, marital status, political affiliation or belief or the presence of any sensory, mental or physical handicap in violation of any applicable federal law, 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.

34. 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.

35. 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.

36. 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.

37. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Any actions, suit, or judicial or administrative proceeding for the enforcement of this Agreement shall be brought and tried in the Federal or Superior Court for the State of Washington.

38. 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 or Mayor and the Yakima County Commissioners 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.

39. General Provisions. Unless otherwise agreed in writing executed by both parties, on and after December 1, 2023, and so long as this Agreement remains in effect, this document constitutes the entire Agreement between the City and Yakima County under which Yakima County houses City Inmates, and no other oral or written agreements between the parties shall affect this Agreement.

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.

Yakima County shall not delegate its duties pertaining to housing City Inmates without the written consent of the City, which consent shall not be withheld unreasonably.

Any provision of this Agreement that is declared invalid or illegal shall in no way affect or invalidate any other provision.

In the event Yakima County or the City defaults on the performance of any terms of this Agreement and files a lawsuit, the prevailing party shall be entitled to an award of its reasonable attorney fees, costs and expenses.

This Agreement may be executed in any number of counterparts.

40. 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 OF SNOQUALMIE:

TO YAKIMA COUNTY: Jeremy Welch, 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.

	<p>CITY OF SNOQUALMIE, WASHINGTON</p> <p>By: _____ Mayor</p> <p>Date: _____</p> <p>Attest: By: _____ City Clerk</p> <p>Approved as to form: By: _____ City Attorney</p>
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ATTACHMENT A
MEDICAL ACCEPTABILITY

Yakima County shall determine the medical and mental acceptability of inmates for transport using the following excluding criteria:

1. Blood or fluid present at an open wound site or bleeding from an open wound.
2. Signs of untreated broken bones or dislocated joints.
3. Any injury or illness requiring immediate or emergency medical treatment.
4. Unconsciousness.
5. Inmates unable to stand and walk under their own power.
6. Wheelchair bound individuals.
7. Signs of alcohol toxicity and signs of current or recent use of any intoxicants.
8. Signs of alcohol and/or drug withdrawal.
9. Bed bound individuals.
10. Individuals with attached IV or requiring IV medications.
11. Individuals requiring the use of oxygen tanks.
12. AMA (Against Medical Advice) from the hospital.
13. Individuals having had major invasive surgery within the last 72 hours. Non-invasive surgery such as oral surgery, laser-eye surgery and minor surgery may be evaluated on a case by case basis.
14. Post-operative persons who have follow up appointments within the next four weeks.
15. Wounds with drainage tubes attached.
16. Persons with permanent catheters.
17. Open and/or oozing bedsores.
18. Individuals requiring nebulizers who cannot obtain one.
19. Persons with Alzheimer's, dementia, or other psychological conditions to the point where the inmate cannot perform activities of daily living ("ADL's") or who do not have the capacity to function safely within a correctional environment.
20. Persons who are diagnosed as developmentally delayed and who do not have the capacity to function safely within a correctional environment or who cannot perform ADL's.
21. Female inmates more than 5 months pregnant. Or any female inmate considered a high-risk pregnancy.
22. Persons undergoing chemotherapy and/or radiation treatment.
23. Persons undergoing dialysis.

24. Persons with the following untreated medical conditions:
 - a) Heart disease
 - b) Seizures disorders
 - c) Insulin dependent diabetes
 - d) Cancer
 - e) Asthma
 - f) Psychosis
 - g) HIV Positive or AIDS
25. Persons who are HIV positive or have AIDS and are taking anti-viral medications.
26. Persons taking Methadone, or Suboxone, a substitute for Methadone.
27. Persons who suffer from mental illness and cannot be housed in general population.
28. Persons with suicidal ideations or gestures within the past 72 hours.
29. Person, if prescribed, have not taken psychotropic medications for at least 72 hours.
30. Persons who have attempted suicide within the last 30 days.
31. Persons who have attempted suicide by overdose or ligature strangulation during current incarceration.
32. Persons displaying a current psychotic episode.
33. Persons requiring CPAP machines as prescribed must be transported with the machine.

ATTACHMENT B
PROPERTY

County transport personnel will only accept Inmate property as follows:

1. The property shall be sealed in a single property bag no larger than a common paper grocery bag.
2. Money, valuables, and medications shall be placed in a clear envelope and sealed within the Inmate's property bag.
3. Checks and documents (court, warrants, etc) shall be attached to the outside of the property bag.
4. The transporting officer shall account for the property bag and funds being transported. Yakima County Department of Corrections transport personnel will not accept or transport the following:
 - a) Backpacks, suitcases, etc.
 - b) Unpackaged food products or food products in packaging that has been opened.
 - c) Any type of weapon (includes pocketknives).
 - d) Liquids.
 - e) Any items that will not fit into the property bag.
 - f) Material deemed to be contraband.

Yakima County will limit property returned with the Inmate to the City according to these criteria.

ATTACHMENT C
CLASSIFICATION

The City shall supply Yakima County with the following Classification related information, if it known to or in possession of the City:

1. If the City Inmate has been classified to a special housing unit and/or if the City Inmate has been classified as protective custody.
2. If the City Inmate is a violent offender or has displayed violent behavior during present or past incarcerations.
3. If the City Inmate is an escape risk.

ATTACHMENT D
BORROWING

One contracting city may “borrow” another contracting city’s inmate as follows:

1. If a city requests the transport of another contracting city’s Inmate from Yakima County, the requesting city must notify each agency with rights to custody of the Inmate, and if each agency with rights to custody of the Inmate notifies Yakima County in writing (e-mail) of its approval, Yakima County shall provide the requested transport. Yakima County will complete a custody transfer form that lists all outstanding detainees. The custody transfer paperwork will accompany the inmate.
2. Once custody of the City Inmate has been transferred to another agency, it is the responsibility of the requesting agency to determine whether the City Inmate shall be returned to the custody of Yakima County, and if so, the requesting agency shall make all necessary and proper arrangements with Yakima County and any agency with rights to custody of the Inmate, for the Inmate’s return according to the terms of this Agreement.
3. Yakima County will not track the City Inmate once he or she has left Yakima County’s facility.
4. If the Inmate is returned to the custody of Yakima County, the requesting city shall provide Yakima County with sentencing/charge information. The city shall supply all pre-sentence, and post-sentence paperwork from agreeing agencies that authorized the borrowing of the Inmate. This will aid Yakima County in determining split billing and release dates.
5. If the agency requesting to borrow the City Inmate is not a “Contracting Agency,” the requesting agency will be responsible to make all transport arrangements including all legal paperwork for the transport with the city of jurisdiction.
6. Yakima County will transport City Inmate only to the originating City of this Agreement.
7. Inmates transported by the City, cannot be borrowed out of YCDOC.

ATTACHMENT E

This attachment only applies to Inmates transported by the YCDOC.

WARRANTS/OTHER COURT ORDERS

1. The following shall apply to City Inmates who are subject to warrants from other jurisdictions or to other court orders for confinement or detainers. When receiving a City Inmate, Transport Officers shall review all paperwork provided by the City for all grounds to hold the Inmate and ensure that this information is entered into Yakima County's JMS and is routed to the Out of County Transport Section Office Specialist.
2. Prior to releasing a City Inmate, Yakima County shall check the NCIC and WACIC systems to determine if the Inmate is subject to any valid warrants or other detainers.
 - a) If the Inmate is subject to a warrant that is limited to the County of the city in this Agreement, YCDOC will, upon receiving written permission (email) from the City, transport the Inmate to the custodial agency for the jurisdiction that issued the warrant. However, Yakima County will not assume responsibility to serve any such warrants.
 - b) If the City Inmate is subject to a warrant from a western Washington jurisdiction outside the City's County, YCDOC will release the Inmate at the location determined by written (email) agreement of the YCDOC and the City under Section 5 of this Agreement.
 - c) If the City Inmate is subject to a warrant from an eastern Washington jurisdiction, YCDOC will send the Inmate to the custodial agency for that jurisdiction on the Mini-Chain.
 - d) If, upon return from YCDOC to the City, the Inmate is subject to a warrant that provides for statewide extradition, YCDOC will send the Inmate to the agency/jurisdiction that issued the warrant on the Mini-Chain.

ATTACHMENT F**INMATE RELEASE**

County transport personnel will release City Inmates as follows:

1. Inside a staffed correction or detention facility (jail).
2. Inside a staffed police agency (sally port or other secured area).
3. Outside of a Law Enforcement Agency when agency personnel, telephone access, and weather protection (lobby areas) are available to the released Inmate.
4. City Inmates for whom bail is posted, or who otherwise have a right to be released may, by signed written waiver, choose to remain in custody and return to the City by the regularly scheduled transport, or to be released to a family member or friend picking them up in Yakima.
5. Inmates transported by the City must be picked up at least 12 (twelve) hours prior to the inmate's scheduled release date and time. If the inmate is not picked up before the scheduled release time, the Inmate will be automatically scheduled to be transported, at the City's cost to include the addition of transport fees for all days served on the next available transport to the City.

Rate Attachment Sheet

YAKIMA COUNTY INMATE HOUSING AGREEMENT - 2025

Detention/Correction Rates:

Daily Housing:

In consideration of Yakima County's commitment to house City Inmates, the City/County shall pay Yakima County a base rate of \$125.00 per day per inmate.

Intensive Management Inmates (IMI) who have serious medical, mental health or behavioral conditions and require special housing or treatment, as determined by Yakima County will be housed at a rate of \$172.92.

Set Bed Agreement:

Due to a limited amount of space, should your agency wish to guarantee a certain number of beds, a set bed agreement can be initiated.