

**INTERLOCAL JAIL FACILITY USE AGREEMENT FOR
CORRECTIONS SERVICES BETWEEN WHATCOM COUNTY AND THE
CITY OF LYNDEN**

2020 AMENDMENT ONE

RECITALS

- A. Whatcom County has an existing Jail Use Agreement (JUA) with all Cities within the physical confines of Whatcom County. The agreement specifies the conditions under which Whatcom County will book and hold misdemeanor and gross misdemeanor offenders from those Cities.
- B. Due to a significant construction project at the downtown Whatcom County Jail, bed space at this facility will be reduced by approximately 48 beds starting the 1st quarter of 2020, increasing the need for alternate housing facilities.
- C. In response to the conditions specified in the JUA, the Cities and the County had previously made arrangements to house overflow offenders in the Yakima County Jail.
- D. The Yakima County Jail arrangement is no longer tenable, and an alternative solution has been presented to the Cities which is more fully explained in this amendment.
- E. Whatcom County has entered into an agreement with Kittitas County Corrections to hold offenders who are booked, and are, or would be, held in one of the Whatcom County Corrections facilities under the conditions specified in the original JUA.
- F. Whatcom County is willing to book and coordinate housing for all booked and held City offenders who fall under the original JUA, including housing at the Kittitas County Jail, if the individual City government agrees to participate in this arrangement and enter into this Agreement.

AGREEMENT

1.0 Purpose of Agreement: This amendment modifies sections 4.3 and 4.4 of the current JUA, and an extension of the JUA (if it is extended), to address the circumstances set forth above. The term of this amendment shall be a two year period beginning January 1, 2020 and continuing through December 31, 2021, after which time the amendment shall no longer be in effect, unless

specifically extended by mutual agreement **PROVIDED** that nothing in this amendment precludes the County or the City from terminating the amended agreement under the process described in the original JUA (Section 8).

2.0 Modification: Whatcom County has entered into an agreement with the Kittitas County Jail (KCJ) to hold offenders from Whatcom County. The agreement includes offenders being housed in the Whatcom County Jail on City Court charges.

Under the Whatcom County agreement with KCJ, offenders who are being held in custody will be transported by Whatcom County to the KCJ in Ellensburg, WA. The offenders will also be transported by Whatcom County back to Whatcom County for release or for essential Court hearings. It is anticipated that there will be two (2) transports a week to the KCJ. The KCJ contract provides for alternative transportation in the event of an unanticipated release.

In the event an offender is unexpectedly released from custody, and it will be longer than 24 hours for a transport to be available, KCJ has agreed to take the offender to the Greyhound bus station and purchase a ticket to Bellingham for the offender. The cost of the ticket will be reimbursed to KCJ, and included as a separate charge to the City/Cities with jurisdiction over the specific offender on their Whatcom County Jail Services billing.

Individual Cities may elect to enter into their own housing agreement with KCJ. In that event, the original conditions of the JUA would be maintained; Whatcom County would not perform the duties outlined within this document and the individual City would assume the responsibility for transporting and tracking their offenders.

3.0 Process: For all Cities electing to participate in this program, and enter into this Amended Agreement, Whatcom County Corrections would be the coordinator of the KCJ housing and transport. Decisions about which offenders will be moved to KCJ will be made by Whatcom County Corrections and determined by a combination of the following considerations:

- A.** Ability to be housed at the Work Center.
- B.** Conviction Status (all offenders considered for KCJ will be post-1st appearance).
- C.** Offense level (Felony versus Misdemeanor)
- D.** Classification.

- E.** Institutional behavior.
- F.** Medical/Behavioral Health issues.
- G.** DOC Status.
- H.** Gender
- I.** Future court dates
- J.** Any other significant factor(s) related to the offender and housing.

3.1 Transportation: Whatcom County Transport teams will make two (2) trips to KCJ a week. Each Transport trip will deliver offenders to KCJ for housing, and pick up offenders who have scheduled release dates or are scheduled for Court. The specific days of the week for the transports have not yet been determined, but it is anticipated that they will be spread out over the week. Notification to participating Cities will be made as soon as the schedule is set.

Each City will designate an individual or individuals who will be the central point of contact for essential Court appearances for that City, The liaisons for each participating City will work out the details for communicating Court dates and other Court business with the County Transport team. Notice will be given to each participating City on who the County Transport Coordinator will be no later than the first week of January.

It is anticipated that this process will be based on the current system of notification between the Cities and the Transport team for Court appearances.

3.2 Access to Courts and visiting: KCJ is in the process of installing a new video court/visiting system and they anticipate this will be available to County and Cities for Court hearings, attorney access, and visits from family and friends at the first of 2020. Whatcom County is not responsible to the Cities for the quality or arrangements of this anticipated technology and access.

4.0 Finance: Offenders booked into the Whatcom County Jail and who are housed at KCJ will remain on the Whatcom County Jail Roster, with a notation on the roster designating that they are housed at KCJ. This will be similar to the current process that identifies offenders who are housed at the Work Center.

Once a quarter, Whatcom County will be billed by KCJ for all offenders originating from the Whatcom County Jail, including offenders being held for participating Cities. Whatcom County will, in turn, bill the participating Cities at the Whatcom County per diem rate, under the same process as outlined in the JUA. This will allow Whatcom County to off-set the costs that are not included in the KCJ per diem but are included in the Whatcom County Jail per diem such as transportation to and from KCJ and routine medications. If it is necessary to

arrange transportation back from KCJ via bus for offenders being released from custody, that charge will be included for reimbursement from the City. In the event that extraordinary medical costs are incurred by a City offender, those charges will be paid and included in the City billing as described in the JUA.

The KCJ cost schedule includes:

Basic \$66.50 per diem for general population offenders, This per diem does not include medications or transportation for local services such as doctor or dental appointments in Ellensburg, or health care services provided outside of the facility. Charges for health care provided outside of the KCJ will be charged back to the City as outlined in the original JUA.

High Maintenance offenders needing additional care and/or single cell housing: \$133.00 per diem, with the additional charges for medication, outside services and transportation. Charges for health care provided outside of KCJ will be charged back to the City as outlined in the original JUA. KCJ also reserved the right to require that the offender be returned to Whatcom County if they are determined to be inappropriate for KCJ.

If a City chooses not to participate in this agreement, they would continue their process for alternative housing for their offenders as described in the original JUA.

5.0: Alternatives: Whatcom County Cities are encouraged to have an additional facility contract available for offenders with acute medical and/or behavioral health needs that make them inappropriate for KCJ and possibly the Whatcom County Jail. The SCORE facility, located in Burien Washington, may have the resources to manage high maintenance offenders and the Cities may want to consider SCORE as a backup facility in addition to others the City may be aware of.

6.0: Summary: The existing JUA is the governing document for jail services, and nothing in this amendment is intended to deviate from those conditions other than as set forth in this Amendment. This amendment serves as an option for the local Cities to facilitate moving their offenders out of the Downtown Jail into housing at another facility for the reasons outlined in the JUA.

WHATCOM COUNTY:

Recommended for Approval:


Bill Elfo, Sheriff for 12-10-19
Date

Approved as to form:


Prosecuting Attorney 12/12/19
Date

Approved:

Accepted for Whatcom County:

By: _____
Satpal Sidhu, Whatcom County Executive

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

On this _____ day of _____, 20 __, before me personally appeared Satpal Sidhu, to me known to be the Executive of Whatcom County, who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

NOTARY PUBLIC in and for the State of Washington,
residing at _____. My commission
expires _____.

CITY OF LYNDEN:

EXECUTED this ____ day of _____, 20 ____ for the City of Lynden.

Mayor, City of Lynden

ATTEST:

Finance Director

Approved as to form:

Office of the City Attorney

Departmental Approval: _____

STATE OF WASHINGTON)
) ss/
COUNTY OF WHATCOM)

On this ____ day of _____, 20 __, before me personally appeared _____, to me known to be the Mayor of the City of Lynden, who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

NOTARY PUBLIC in and for the State of Washington,
residing at _____. My commission
expires _____.