

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: Police Chief
38624 SE River St/P.O. Box 987
Snoqualmie, WA 98065

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.

CITY OF SNOQUALMIE, WASHINGTON

By: _____
Katherine Ross, Mayor

Date: _____

Attest:

By: _____
Deana Dean, City Clerk

Approved as to form:

By: _____
Dena Burke, City Attorney

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.