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CRIMINAL DIVISION  
KING COUNTY PROSECUTORS OFFICE

IN THE COURT OF APPEALS FOR THE STATE OF WASHINGTON  
DIVISION I

No. 55335-6-I

King County Superior Court No. 03-1-04820-4 SEA  
King County District Court No. C0434184

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STATE OF WASHINGTON  
Respondent,

v.

SARUN CHHOM,  
Petitioner/Appellant.

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APPELLANT'S REPLY BRIEF

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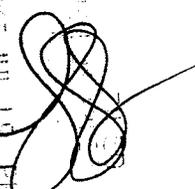


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I. The State Concedes That Its Application Of The Rule Leads To Arbitrary and Inconsistent Results

By shipping some of their prisoners to serve sentences in Yakima County, King County's municipalities have created a significant speedy trial problem: how can the rule be fairly applied where cities are jailing some, but not all, of its prisoners outside the county? The only rational answer is that those persons are deemed to be held inside the county. This conclusion is supported by the structure and purpose of the rule.

The State concedes that speedy trial is not tolled when the accused is incarcerated in the Renton City Jail on a King County municipality's sentence. Respondent's Brief at 22. Should the State choose to proceed with its prosecution in district court, the State admits that it would make arrangements for the accused to appear. *Id.* Such arrangements are not, as the State asserts, "extraordinary." Rather they require the type of communications and coordination typical of the administration of the criminal justice system. Respondent's Brief at 22, note 9. Moreover, the proximity of the Renton jail has nothing to do with the ease of coordinating transfer and transportation. The State admits that the arrangements are made with the local municipality, not the detaining facility. *Id.* Thus, calling the Bellevue City prosecutor should be no more

difficult than contacting the prosecutor in Renton. . The contract between Yakima County and the King County Municipalities guarantees daily transport from Yakima facility to the King County Jail and other locations throughout King County.<sup>1</sup> See Seattle Ordinance 120956, Appendix 1. Consequently, securing the presence of an inmate from Yakima is no more difficult than from Renton.

Also, State and the court could also have ensured a speedy trial by simply dismissing the charges without prejudice and refile when Mr. Chhom was available appear. Both the former and current rule, tolls the period between dismissal and refile. CrRLJ 3.3(e)(4); former rule CrRLJ 3.3(g)(4). In this way, the rule permits the State to preserve the time for trial that remains and the accused is not subjected to additional time awaiting trial that occurs when speedy trial is reset.

The district court's decision below is based on the inherent unfairness of tolling speedy trial for some misdemeanor prisoners and not

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<sup>1</sup>In 2002, the jail act was amended to permit counties and municipalities to establish "regional jails" operated under "interlocal agreements." The contract between Yakima County and the King County Municipalities is attached. Appendix 1. In addition, the State's counties and municipalities have long coordinated the transfer of prisoners between local jails. See RCW 72.76.010 (Washington Intrastate Corrections Compact).

others solely based on where a King County municipality chooses to imprison them. There is no rational basis to distinguish the speedy trial rights of an accused person serving a Renton sentence in the Renton jail and someone serving a Bellevue sentence in the Yakima jail. Equal protection will not tolerate such irrational, disparate treatment of similarly situated persons. Compare State v. Anderson, 132 Wn.2d 203, 209, 937 P.2d 581 (1997) (court found "no practical, realistic or substantive difference" between pretrial detention for want of bail and detention pending an appeal of a conviction or sentence) with State v. Berry, 31 Wn.App. 408, 412, 641 P.2d 1213 (1982) (different speedy trial rule when complaint is first filed in district court is justified because the preliminary hearing requires some preparation time and provides incidental benefits to the accused).

II Mr. Chhom Should Have Appeared In King County District Court When Arrested On The King County District Court Warrant

The problem presented in this case could have been avoided if the court rules had been followed when Mr. Chhom was arrested on the King County District Court warrant. The current and former rules provide that

any accused detained in jail must be brought before a court of limited jurisdiction as soon as practicable after the detention is commenced, but in any event before the close

of business on the next court day.

CrRLJ 3.2.1(d)(1).<sup>2</sup> One of the purposes of this rule is prevent unlawful detention. Every person detained must have an opportunity to appear and address the matters holding him or her. State v. Bradford, 95 Wn.App. 935, 948, 978 P.2d 534 (1999). The rule ensures that no one is "lost" in the jail without a court date or some means of release. Violations of this rule are considered "serious." Id.

In this case, Mr. Chhom was not brought before a court when he was arrested. If the rule had been followed, then he would have had an opportunity to appear and arrange to resolve his King County District Court matter before he was shipped off to Yakima to serve the Bellevue sentence. Mr. Chhom would not have only had the opportunity to appear, but also to consult with counsel who could help him address the multiple warrants and cases pending. CrRLJ 3.2.1(e).

III The State Was Fully Informed Of Mr. Chhom's Incarceration In Yakima And Did Not Object To Lack Of Notice In The Trial Court

An important fact in this case is that the State did not have to search for Mr. Chhom. His lawyer promptly informed the district court

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<sup>2</sup>According to its title and content, this rule covers both warrantless arrests and preliminary appearances. CrRLJ 3.2.1.

and the prosecutor in writing that Mr. Chhom was incarcerated in Yakima and wanted to resolve his district court case. CP 59. Despite the docket entry to the contrary, Ex. 2 (entry for 4/16/03), the State asserts that "there is nothing in the record to show that the prosecutor's office was ever personally served with a copy of the letter." Respondent's Brief at 6. This claim is raised for the first time on appeal and is completely disingenuous.

The State did not claim any such lack of notice in the district court when Mr. Chhom moved to dismiss. If the State had tried to claim lack of notice in the district court, Mr. Chhom would have had the opportunity to make a record that he had indeed notified the prosecutor. Attached is the trial attorney's file copy of the letter showing a stamp that it was received at the King County Prosecutor's District Court, Shoreline Division office. Appendix 2.

IV Mr. Chhom Did Not Have Multiple Pending Matters In Different Jurisdictions And He Was Involuntarily Shuttled Off To Yakima

The State claims that the district court's reasoned application of the speedy trial rule in this case rewards misdemeanants who have "multiple concurrent charges pending in a variety of misdemeanor courts." Respondent's Brief at 11. Such is not the case here. Mr. Chhom did not have any "pending" matters other than the district court prosecution below.

The Bellevue case was completed, leaving him only to serve his sentence. When he was booked into the King County Jail he should have promptly appeared in a King County District Court to address the pending case. CrRLJ 3.2.1(d).

The speedy trial rule assumes that prisoners serving sentences are available for prosecution in another case. CrRLJ 3.3(e)(2). The rule further assumes that persons held within the charging county are similarly available. Former CrRLJ 3.3(g)(5); current CrRLJ 3.3(e)(6). This rule has long existed alongside the laws which authorize the county's cities to run municipal courts and jails. RCW 35.20, 3.46 (Municipal Department of District Courts), 3.58 (Municipal Courts); and RCW 70.48.190. The language of the tolling provision acknowledges the well established law that counties and their political subdivisions are the same jurisdiction for purposes of criminal prosecutions. State v. Mason, 34 Wn.App. 514, 518, 663 P.2d 685 (1983). The State cites no authority for its contrary claim that King County's municipalities are different "jurisdictions" for the purposes of speedy trial.

But the rule clearly did not anticipate the recent practice of municipalities contracting with far away counties to house its prisoners.

The question presented here is not how to deal with “prolific and mobile misdemeanants.” Brief of Appellant at 11. Mr. Chhom was not “mobile” by choice. He did not ask to be sent to Yakima. He brought his case to the court’s attention and asked to be brought to court. The question is how the district and municipal courts can apply the speedy trial rule in a manner which is rational and fair in light of these new jailing practices.

Submitted this 18<sup>th</sup> day of July, 2005,



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Christine A. Jackson #17192  
Attorney for Petitioner/Appellant

## **APPENDIX 1**



## City of Seattle Legislative Information Service

*Information updated as of May 5, 2005 4:07 PM*

**Council Bill Number: 114329**

**Ordinance Number: 120956**

AN ORDINANCE authorizing the Director of the Department of Finance to execute a long-term agreement with the Yakima County Board of Commissioners for the provision of jail services for prisoners convicted of misdemeanor crimes and sentenced to a period of incarceration under the Seattle Municipal Code.

**Date introduced/referred:** Sep 16, 2002

**Date passed:** Oct 28, 2002

**Status:** Passed As Amended

**Vote:** 9-0

**Date of Mayor's signature:** Oct 29, 2002

**Committee:** Police, Fire, Courts and Technology

**Sponsor:** COMPTON

**Index Terms:** INTERLOCAL-AGREEMENTS, CORRECTIONAL-SYSTEM, CORRECTIONAL-FACILITIES, PRISONERS, CRIMINAL-JUSTICE, PENAL-FACILITIES, JAIL

**References/Related Documents:** Related: CB 114326, Ord 120826, 120825

### Text

AN ORDINANCE authorizing the Director of the Department of Finance to execute a long-term agreement with the Yakima County Board of Commissioners for the provision of jail services for prisoners convicted of misdemeanor crimes and sentenced to a period of incarceration under the Seattle Municipal Code.

WHEREAS, the City of Seattle ("City") pays for the confinement of individuals who are convicted of committing misdemeanor crimes under the Seattle Municipal Code; and

WHEREAS, King County, which is currently the City's sole long-term provider of jail services, has proposed a new jail contract that reduces the number of beds available to misdemeanants over the next ten years and eliminates those beds entirely as of 2013; and

WHEREAS, the Yakima County Department of Corrections and Security ("Yakima County") has agreed to build sufficient jail capacity to house misdemeanants from outside its jurisdiction, and has guaranteed a minimum of 440 beds to the King County cities that are parties to

this interlocal agreement; and

WHEREAS, the City of Seattle has sent inmates to the Yakima County jail under a short-term agreement for jail services since July, 2002; and

WHEREAS, a contract with Yakima County for jail services will not be a substitute for the City's continued investments in improving and expanding programs that offer alternatives to incarceration and alternative sentencing programs, including electronic home monitoring, work crew, community service, probation services and "problem solving" court calendars, such as the Mental Health Court and the Driving While License Suspended calendar; and

WHEREAS, City Council Ordinance 120826, passed on June 17, 2002, directed the Executive to work to address any problems that arise during the pilot program and will incorporate program improvements into any future long-term agreements with Yakima County; and

WHEREAS, the Executive has worked with partners in Yakima County, the Seattle Municipal Court, Law Department, Police Department, City-contracted public defense agencies, local social service agencies, and Seattle inmates, to address and correct problems;

NOW THEREFORE, BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The Director of Finance is authorized to execute, for and on behalf of The City of Seattle, a long-term agreement and its addendum substantially in the form attached hereto with the Yakima County Board of County Commissioners for the provision of misdemeanor jail services entitled "INTERLOCAL AGREEMENT BETWEEN YAKIMA COUNTY, WASHINGTON AND THE CITIES OF ALGONA, AUBURN, TOWN OF BEAUX ARTS VILLAGE, BELLEVUE, BLACK DIAMOND, BOTHELL, BURIEN, CARNATION, CLYDE HILL, COVINGTON, DES MOINES, DUVALL, FEDERAL WAY, ISSAQUAH, KENMORE, KIRKLAND, LAKE FOREST PARK, MAPLE VALLEY, MEDINA, MERCER ISLAND, NEWCASTLE, NORMANDY PARK, NORTH BEND, PACIFIC, REDMOND, RENTON, SAMMAMISH, SEATAC, SEATTLE, SHORELINE, SKYKOMISH, SNOQUALMIE, TUKWILA" (Attachment 1) and its Addendum (Attachment 2); provided, however, that no City of Seattle inmate shall be housed by Yakima County in Yakima County jail facilities pursuant to such agreement and addendum prior to conviction and sentencing unless such prisoner is a medical and/or psychiatric inmate who cannot be housed by King County in King County jail facilities

because of jail capacity restrictions set forth in the Interlocal Agreement between King County and the City of Seattle for Jail Services.

Section 2. Any act consistent with the authority and prior to the effective date of this ordinance is hereby ratified and confirmed.

Section 3. This ordinance shall take effect and be in force thirty (30) days from and after its approval by the Mayor, but if not approved and returned by the Mayor within ten (10) days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

Passed by the City Council the \_\_\_\_\_ day of \_\_\_\_\_, 2002, and signed by me in open session in authentication of its passage this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

\_\_\_\_\_  
President of the City Council

Approved by me this \_\_\_\_ day of \_\_\_\_\_, 2002.

\_\_\_\_\_  
Greg Nickels, Mayor

Filed by me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
City Clerk

Attachment 1: Interlocal agreement between Yakima County, Washington and the Cities of Algona, Auburn, Town of Beaux Arts Village, Bellevue, Black Diamond, Bothell, Burien, Carnation, Clyde Hill, Covington, Des Moines, Duvall, Federal Way, Issaquah, Kenmore, Kirkland, Lake Forest Park, Maple Valley, Medina, Mercer Island, Newcastle, Normandy Park, North Bend, Pacific, Redmond, Renton, Sammamish, Seatac, Seattle, Shoreline, Skykomish, Snoqualmie, Tukwila, Woodinville and Town of Yarrow Point, Washington, for the Housing of Inmates by Yakima County Department of Corrections and Security.

Attachment 2: ADDENDUM to Interlocal agreement between Yakima County, Washington and the Cities of Algona, Auburn, Town of Beaux Arts Village, Bellevue, Black Diamond, Bothell, Burien, Carnation, Clyde Hill, Covington, Des Moines, Duvall, Federal Way, Issaquah, Kenmore, Kirkland, Lake Forest Park, Maple Valley, Medina, Mercer Island, Newcastle, Normandy Park, North Bend, Pacific, Redmond, Renton, Sammamish, Seatac, Seattle, Shoreline, Skykomish, Snoqualmie, Tukwila, Woodinville and Town of Yarrow Point, Washington, for the Housing of Inmates by Yakima County Department of Corrections and Security.

September 18, 2002  
Version #2  
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INTERLOCAL AGREEMENT BETWEEN YAKIMA COUNTY, WASHINGTON

AND THE CITIES OF ALGONA, AUBURN, TOWN OF BEAUX ARTS VILLAGE, BELLEVUE, BLACK DIAMOND, BOTHELL, BURIEN, CARNATION, CLYDE HILL, COVINGTON, DES MOINES, DUVAL, FEDERAL WAY, ISSAQUAH, KENMORE, KIRKLAND, LAKE FOREST PARK, MAPLE VALLEY, MEDINA, MERCER ISLAND, NEWCASTLE, NORMANDY PARK, NORTH BEND, PACIFIC, REDMOND, RENTON, SAMMAMISH, SEATAC, SEATTLE, SHORELINE, SKYKOMISH, SNOQUALMIE, TUKWILA, WOODINVILLE AND TOWN OF YARROW POINT, WASHINGTON, FOR THE HOUSING OF INMATES BY YAKIMA COUNTY DEPARTMENT OF CORRECTIONS AND SECURITY

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2002 by and between the Cities of Algona, Auburn, Town of Beaux Arts Village, Bellevue, Black Diamond, Bothell, Burien, Carnation, Clyde Hill, Covington, Des Moines, Duvall, Federal Way, Issaquah, Kenmore, Kirkland, Lake Forest Park, Maple Valley, Medina, Mercer Island, Newcastle, Normandy Park, North Bend, Pacific, Redmond, Renton, Sammamish, SeaTac, Seattle, Shoreline, Skykomish, Snoqualmie, Tukwila, Woodinville and Town of Yarrow Point, Washington ("Cities"), and Yakima County, Washington ("Yakima County").

A. Yakima County and the Cities are each authorized by law to operate a jail.

B. The governing bodies of each of the parties have determined to enter into this Agreement as authorized by the Interlocal Cooperation Act (Chapter 39.34 RCW) and the City and County Jails Act (Chapter 70.48 RCW, as amended).

C. The Cities wish to designate Yakima County's correctional facilities as a place of confinement for the incarceration of one or more inmates lawfully committed to the Cities' custody.

D. Yakima County and the Cities have determined that long-term correctional services contracting is a responsible intergovernmental opportunity that resolves serious economic and public safety hardships for all parties.

E. Yakima County intends to construct and professionally operate additional jail bed capacity, in part to meet its obligations created by this Agreement.

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 agree as follows:

1. DEFINITIONS

(a) Average Daily Population ("ADP") means that number of City Inmates confined in Yakima County correctional facilities for a year, divided by 365.

(b) Care means custody, care and treatment including basic, emergency, essential and/or major medical and dental care, food, lodging and personal items, as further described in Section 6 of this Agreement

(c) City Inmate means a person confined by any City for the violation of state or municipal law and delivered by any City's Police Department to the custody of Yakima County.

(d) Custody means the point in time any City Inmate is either (i) booked into any Yakima County jail facilities or (ii) has been released by a City to the Care of Yakima County, including without limitation, the point at which Yakima County or its agents have taken physical possession of such City Inmate for transportation to any Yakima County jail facilities as described in Section 6(c), whichever occurs first and continues until the City Inmate is released from Yakima County jail facilities.

(e) Daily fee means that fee charged for the daily Care of City Inmates.

(f) Jail Day means the time period between 12:00:01 a.m. until 12:00 midnight.

(g) Minimum Bed Commitment means the bed commitment made by the Cities to maintain an ADP in Yakima county jail facilities equal to 150 City Inmates from the effective date of this Agreement until June 30, 2003 and equal to 440 City Inmates from July 1, 2003 until the termination of this Agreement.

2. EFFECTIVE DATE

(a) Execution of Agreement. Yakima County expects to authorize the construction and equipping of new correctional facilities to be located in Yakima County ("New Jail Facility"). The obligations of Yakima County and the Cities and the initial effective date of this Agreement shall commence only when this Agreement has been executed by a sufficient number of Cities to represent 90% of the 440 Minimum Bed Commitment. The Cities have estimated each City's respective jail population as set forth on the signature page. These estimates shall in no way obligate each City individually to deliver these estimated populations, but are provided solely for the purpose of setting an effective date to this Agreement and committing the Cities to collectively provide the Minimum Bed Commitment. In the event this Agreement is not fully executed on or before September 1, 2002 by a sufficient number of Cities as described above, this Agreement shall be null and void and no party to this Agreement shall be subject to liability of any kind arising out of this Agreement.

(b) Permits and Financing. Yakima County is exercising best efforts to obtain the necessary permits and financing for the siting and construction of the New Jail Facility. The obligations of Yakima County and the effective date of this Agreement are conditioned upon Yakima County obtaining the necessary building permits and the issuance of bonds for the financing of the New Jail Facility no later than December 31, 2002. In the event that Yakima County is unable for any reason to obtain such permits or issue such bonds on or before December 31, 2002, this Agreement shall be null and void and no party to this Agreement shall be subject to liability of any kind arising out of this Agreement.

(c) Completion of New Jail Facility. Following the commencement of construction, Yakima County agrees to exercise due diligence to complete the New Jail Facility, the occupancy date, following the shakedown period, is currently estimated by Yakima County to be July 1, 2003. Upon receipt of a full or temporary certificate of occupancy for the New Jail Facility, and upon completion of the required "shakedown period," Yakima County agrees to accept City Inmates pursuant to this Agreement.

(d) Effective Date. If Yakima County is successful in obtaining execution of this Agreement as described in subsection (a), and in obtaining the necessary permits and financing as described in subsection (b), then the date the New Jail Facility is completed and ready for occupancy described in subsection (c) shall constitute the effective date ("Effective Date") of this Agreement.

### 3. DURATION

The term of this Agreement shall commence upon the Effective Date and shall end at 11:59 p.m. on December 31, 2009, subject to earlier termination as provided by Section 4 of this Agreement. This Agreement may be renewed for any successive period by written addendum under terms and conditions acceptable to all of the parties.

### 4. TERMINATION

(a) Mutual Consent. This Agreement may be terminated by mutual consent between Yakima County and any City; provided, however, that the ADP attributable to that City in the prior calendar year shall reduce the total Minimum Bed Commitment; and, provided further,

however, that this Agreement shall remain in full force and effect as between Yakima County and all remaining non-terminating Cities.

(b) For Cause. This Agreement may be terminated by any party for cause. "Cause" shall mean any material violation of the terms of this Agreement or any material breach of a party's obligation under the terms of this Agreement; provided, however, that such termination shall be effective only as between a party committing such breach and the party alleging such breach. If the termination for cause is a result of Yakima County's actions, the Minimum Bed Commitment shall be reduced by an amount equal to the ADP attributable to that City in the prior calendar year.

(c) Notice of Termination. No termination shall be effective until written notice of intent to terminate this Agreement stating with reasonable specificity the basis for the termination and identifying the sections of the Agreement that have been violated is mailed by certified mail, return receipt requested, to all the parties to this Agreement ("Notice of Termination"). The termination shall not be effective for one (1) year following mailing of the Notice of Termination. The termination of this Agreement between Yakima County and a City, whether by mutual consent or for cause, shall not affect the rights or obligations of Yakima County or any remaining City under this Agreement except for reducing the Minimum Bed Commitment pursuant to subsection (a).

(d) Compensation for Services Rendered. In the event of termination of this Agreement, the departing City shall compensate Yakima County at the rate set forth in Section 7 up to the effective date of the termination of this Agreement as between Yakima County and the departing City.

#### 5. MAILING ADDRESSES

All notices, reports, and correspondence to the respective parties of this Agreement shall be sent to the following:

Yakima County: Yakima County Dept. of Corrections and Security  
128 N. Second Street  
Yakima, WA 98901  
Contact Person: Kenneth A. Ray, Director

City of \_\_\_\_\_: City of \_\_\_\_\_ Police Department  
\_\_\_\_\_, WA 98  
Contact Person: \_\_\_\_\_

#### 6. AGREEMENT TO TRANSPORT AND HOUSE CITY INMATES

(a) Care of City Inmates. Yakima County shall maintain its correctional facilities, including the New Jail Facility, to Care for and house City Inmates and such other prisoners allowed by law. Yakima County shall manage, maintain and operate its jails in compliance with all applicable federal, state and local laws and regulations. Yakima County shall confine City Inmates; provide all necessary basic, emergency and/or major medical, psychiatric, dental and hospital services and supplies; provide for the City Inmates' physical and subsistence needs; provide programs and/or treatment consistent with the City Inmates' individual needs; provide for reasonable and satisfactory video and on-site visitation for attorneys, spouses, family and friends of City Inmates; adequately

supervise City Inmates; maintain proper discipline and control; and make certain that City Inmates receive no special privileges and that the sentence and orders of the committing court are faithfully executed. Nothing contained in this section shall be construed to require Yakima County, or any of its agents, to provide treatment, facilities or programs for any City Inmates which it does not provide for its own comparable inmates; provided, however, that Yakima County shall continuously provide inmate interpretative services which meet or exceed those interpretive services available at the King County Jail; and provided further, however, that Yakima County shall not eliminate, modify or reduce any mental health, treatment, therapy or rehabilitation facilities or programs available to Yakima County Jail inmates as of the date of the execution of this Agreement without the prior agreement of the Cities. Yakima County shall have the discretion to assign City Inmates to its various correctional facilities, including the New Jail Facility, as deemed appropriate according to its standard operating procedures and policies. Except as provided in Section 12, it is expressly understood that Yakima County shall not be authorized to transfer custody of any City Inmate confined pursuant to this Agreement to any party other than the applicable City, or to release any City Inmate from custody without written authorization from the committing court. Yakima County shall provide or arrange for such medical, psychiatric and dental services at the expense of Yakima County in consideration for the daily fee. Whenever Yakima County identifies a City Inmate's need for special medical care that cannot be provided by the correctional facility medical staff, Yakima County shall obtain medical services commensurate with those provided to other inmates of Yakima County. Upon request by the City, Yakima County shall provide the City with verbal or written information pertaining to any medical, psychiatric or dental services provided to City Inmates.

(b) Minimum Bed Guarantee. From and after the Effective Date of the Agreement and continuing until June 30, 2003, Yakima County guarantees a minimum of 150 daily jail beds for City Inmates. Commencing July 1, 2003 and continuing until this Agreement is terminated, Yakima County guarantees a minimum of 440 daily jail beds for City Inmates. If King County, Washington refuses to accept City Inmates prior to July 1, 2003, Yakima County will use best efforts to accept additional City Inmates by contracting with Benton County, Okanogan County and/or Chelan County, Washington for additional jail capacity for City Inmates. If Yakima County has jail bed capacity in excess of this minimum guarantee, Yakima County will accept additional City Inmates if requested by the Cities. Prior to constructing new jail capacity beyond the Jail Facility, Yakima will contact the Cities and offer to reduce the Minimum Bed Commitment. If any City voluntarily agrees to such a reduction, the Minimum Bed Commitment shall be reduced by the amount of beds the City agrees to return to Yakima for its use.

(c) Transports. Yakima County agrees to transport all City Inmates to and from the Yakima County Department of Corrections and Security. Yakima County agrees to pick up City Inmates at the Renton City Jail, 1055 S. Grady Way, Renton, WA, the King County Correctional Facility, 500 5th Avenue, Seattle, WA, the Issaquah Jail, 130 E Sunset Way, Issaquah, WA, the Fife Jail, 3737 Pacific Highway East, Fife, WA, the Auburn Jail, 25 W. Main Street, Auburn, WA and the Regional Justice Center, 401 4th Avenue N., Kent, WA, and/or such other locations in King County as designated by the Cities. The cost of Care of City Inmates as set forth in Section 7 shall cover a minimum of one (1) roundtrip transport every day, seven days a week and Yakima County

commits to transport as many City Inmates as are available for such transport. If any City requests additional transports, the cost shall be agreed upon between Yakima County and the requesting City.

#### 7. COMPENSATION

(a) Daily Fee. In consideration of Yakima County's commitment to provide Care for City Inmates, the Cities agree to pay Yakima County a daily fee for the housing and Care of each City Inmate, including all medical, psychiatric and dental costs. Yakima County shall not charge a booking fee or any other fees in connection with the Care of City Inmates. The following daily fee includes a \$10 medical/dental fee per bed per day and increases at a rate of 5% per annum:

YEAR	DAILY FEE PER CITY INMATE (bed maintenance + medical/dental fee)
2002	\$56.00
2003	\$58.80
2004	\$61.74
2005	\$64.83
2006	\$68.07
2007	\$71.47
2008	\$75.05
2009	\$78.80

(b) Minimum Bed Commitment Fee. The Cities agree to maintain the Minimum Bed Commitment, adjusted for any reductions due to termination by mutual consent set forth in Section 4(a), after the effective date of this Agreement and until the termination of this Agreement. The ADP of City Inmates shall be reconciled on an annual basis. During the first quarter of each year, Yakima County shall calculate the ADP of all City Inmates during the prior calendar year. In the event this annual ADP falls below the Minimum Bed Commitment, then the Cities shall be charged for the difference between the actual ADP and the Minimum Bed Commitment. The Cities shall be billed for this amount consistent with Section 7(c).

(c) Billing and Payment. Yakima County shall provide each of the Cities with individual monthly statements itemizing the names of each City Inmate who is receiving Care from Yakima County, the case or citation number, and the number of days of Care, including the date and time booked into the Yakima County jail facilities and the date and time released from the Yakima County jail facilities. Yakima County shall pro-rate the Daily Fee of any City Inmate that has multiple charges among the Cities by dividing the Daily Fee pro-rata among those Cities with such multiple charges. Each Cities' individual monthly statement shall also include a statement showing the number of bed days used by all other Cities. Yakima County agrees to provide said statement for each month on or about the 10th day of the following month. Payment shall be due to Yakima County within sixty (60) days from the date the statement is received. Payments not received by the 60th day shall bear interest at the rate of 1% per month until payment is received. Any billing for failure to meet the Minimum Bed Commitment shall be delivered to each of the Cities during the first quarter of each year and shall include a reconciliation of all the Cities usage and each Cities ADP during the prior calendar year. By separate contract, the Cities have agreed on the division of this bill among the Cities.

#### 8. RIGHT OF INSPECTION

The Cities shall have the right to inspect, at all reasonable times, all Yakima County jail facilities in which City Inmates are confined in order to determine if such jail facilities maintain standards of confinement acceptable to the Cities and that such inmates therein are treated on a nondiscriminatory basis in accordance with all applicable federal, state and local requirements.

#### 9. INMATE ACCOUNTS

Yakima County shall establish and maintain an account for each City Inmate and shall credit to such account any additional personal funds received on account of such City Inmate ("Inmate Funds") and shall make disbursements for the City Inmate's personal needs, debiting such account in accurate amounts. Yakima County shall maintain a satisfactory procedure to accept and deposit additional funds from family members and friends into individual City Inmate accounts. Such procedure shall include the acceptance of cashier's and government checks and cash by Yakima County on behalf of City Inmates. Disbursements shall be made in limited amounts as are reasonably necessary for personal maintenance. Yakima County shall be accountable to the City for such Inmate Funds. At the earlier of the termination of this Agreement, the City Inmate's death, release from incarceration or return to either the City or indefinite release to the court, the Inmate's Funds shall be transferred to the City. Upon request of the City, the Yakima County Department of Corrections and Security will transfer all or any portion of Inmate Funds that may be reimbursed to a City Inmate to the City in the form of a check in the name of the City Inmate eligible for said reimbursement.

#### 10. DISCIPLINE

Yakima County shall have physical control over and power to execute disciplinary authority over all City Inmates. However, nothing contained herein shall be construed to authorize the imposition of a type of discipline prohibited by state or federal law or the imposition of a type of discipline that would not be imposed on a comparable Yakima County inmate.

#### 11. RECORDS AND REPORTS

(a) Before or at the time of delivery of each City Inmate, the City shall forward to Yakima County a copy of all records of the City Inmate pertaining to his/her present incarceration at the Renton City Jail, the King County Correctional Facility and/or the Regional Justice Center. If additional information is requested by Yakima County regarding a particular City Inmate, the parties shall mutually cooperate to provide any additional information.

(b) Yakima County shall keep all necessary and pertinent records concerning City Inmates in the manner mutually agreed upon by the parties hereto. During confinement in the Yakima County jail, the City Inmate shall, upon request, be entitled to receive and be furnished with copies of any report or record associated with said City Inmate's incarceration.

#### 12. REMOVAL FROM THE YAKIMA COUNTY JAIL

Except for City Inmates eligible for correctional work details and under the direct supervision of a correction officer, a City Inmate

shall not be removed from the Yakima County jail by any person without written authorization from the City or by order of any court having jurisdiction. Yakima County agrees that no early releases or alternatives to incarceration, including furloughs, passes, home detention, or work release shall be granted to any City Inmate housed pursuant to this Agreement without written authorization by the committing court. This section shall not apply to an emergency necessitating the immediate removal of the City Inmate for medical, dental, psychiatric treatment or other catastrophic condition presenting an imminent danger to the safety of the City Inmate or to other inmates or personnel of Yakima County. In the event of any such emergency removal, Yakima County shall inform the City of the whereabouts of the City Inmate at the earliest practicable time and shall exercise all reasonable care for the safe keeping and custody of such City Inmate.

#### 13. ESCAPES

In the event any City Inmate shall escape from Yakima County's custody, Yakima County will use all reasonable means to recapture the City Inmate. The escape shall be reported promptly to the City. Yakima County shall have the primary responsibility for and authority to direct the pursuit and retaking of the City Inmate or any other inmates within its own territory. Any cost in connection therewith shall be chargeable to and borne by Yakima County; however, Yakima County shall not be required to expend unreasonable amounts to pursue and return inmates from other states or other countries.

#### 14. DEATH OF A CITY INMATE

(a) In the event of the death of a City Inmate, the Yakima County Coroner shall be notified promptly. The City shall receive copies of any records made at or in connection with such notification. Yakima County will investigate any death within its facility and will allow the City to join in the investigation. The City shall have the right to obtain copies of any police investigation report pertaining to the death of a City Inmate in the Yakima County jail facility.

(b) Yakima County shall promptly notify the City of the death of a City inmate, furnish information as requested by a City and, subject to the authority of the Yakima County Coroner, follow the instructions of the City with regard to the disposition of the body. The City shall provide written instructions regarding the disposition of the body within three business days of receipt by the City of notice of such death. The City shall pay all expenses necessary for the preparation and shipment of the body. With the City's consent, Yakima County may arrange for burial and all matters related or incidental thereto and the City shall pay all such expenses. The provisions of this section shall govern only the relations between or among the parties hereto and shall not affect the liability of any other person for the disposition of the deceased or for any expenses connected therewith.

(c) The City shall receive a certified copy of the death certificate for any City Inmate who has died while in Yakima County custody.

#### 15. RETAKING OF INMATES

In event the confinement of any City Inmate is terminated for any reason by either party, retaking of City Inmates shall be coordinated

in the same manner and at the same rates as if this Agreement had not been terminated, or in a manner as agreed in writing by the parties.

16. HOLD HARMLESS AND INDEMNIFICATION

(a) The City shall defend, indemnify and hold harmless Yakima County, its officers, agents and employees, from and against any and all claims, costs, judgments or damages, including attorney's fees, arising out of or resulting from the negligent acts or omissions, tortious actions, or civil rights violations under State or Federal law of the City, its officers, agents and employees in connection with the confinement of any City Inmate by Yakima County.

(b) Yakima County shall defend, indemnify and hold harmless the City, its officers, agents and employees, from and against any and all claims, costs, judgments or damages, including attorney's fees and costs, arising out of the negligent acts or omissions, tortious actions, or civil rights violations under State or Federal law of Yakima County, its officers, agents and employees in connection with the Care, Custody or confinement of any City Inmate by Yakima County. As part of its obligations, Yakima County shall defend, indemnify and hold harmless the City, its officers, agents and employees, from and against any and all claims of any kind whatsoever related to the transportation of City Inmates in the Custody of Yakima County.

(c) Yakima County and the Cities 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.

(d) The provisions of this Section 16 shall survive any termination or expiration of this Agreement.

17. INSURANCE

(a) Each party agrees to provide the other with evidence of insurance coverage, in the form of a certificate of insurance from a solvent insurance provider and/or a letter confirming coverage from a solvent insurance pool, which is sufficient to address the insurance and indemnification obligations set forth in this Agreement;

(b) Each party shall obtain and 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.

(c) The coverage evidenced in Section 17(b) may not be sufficient to cover all liability losses and related claim settlement expenses. Evidence of these limits of coverage does not relieve Yakima County from liability for losses and settlement expenses greater than these limits.

18. RIGHT TO REFUSE INMATES

(a) Yakima County shall have the right to refuse to accept any City Inmate beyond the Minimum Bed Commitment when, in the opinion of Yakima County, the Yakima County jails' inmate population is at or so near capacity that there is a substantial risk that the operational

capacity limits of the jail facilities might be reached.

(b) Except as provided for in subsection (a), and notwithstanding any classification criteria or other policies or procedures in existence or hereinafter adopted by Yakima County seemingly to the contrary, Yakima County shall have the right to refuse to accept a City Inmate, or to return a City Inmate to a City, only if, in the reasonable judgment of Yakima County, such City Inmate has a current illness or injury which may adversely affect the operations of the Yakima County jail, presents a substantial risk of escape, or presents a substantial risk of injury to other persons or property. If a City Inmate is being returned to the City pursuant to this subsection (b), the cost of transport shall be paid by the City unless the transport can be made by Yakima County within the terms set forth in Section 6(c) of this Agreement.

#### 19. INDEPENDENT CONTRACTOR

In providing services under this Agreement, Yakima County is an independent contractor and neither it nor its officers, agents or employees are employees of the Cities or any 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 Cities or any 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.

#### 20. GENERAL PROVISIONS

This Agreement contains all of the agreements of the parties with respect to any matter covered or mentioned in this Agreement. No provision of this Agreement may be amended or modified except by written agreement signed by all of the parties. This Agreement shall be binding upon and inure to the benefit of the parties' successors in interest and assigns; provided, however, that Yakima County shall not delegate its duties pertaining to City Inmate Care without the written consent of the applicable City, which consent shall not be withheld unreasonably. Any provision that is declared invalid or illegal shall in no way affect or invalidate any other provision. In the event either party defaults on the performance of any terms of this Agreement or either party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, the prevailing party shall be entitled to an award of all its attorney fees, costs and expenses. Failure of any party to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor. Yakima represents and assures the Cities that no other King, Pierce or Snohomish County or city located within such county will receive more favored treatment under a contract with Yakima covering the Care of any inmates. The laws of the state of Washington shall govern this Agreement. Any action, suit, or judicial or administrative proceeding for the enforcement of this Agreement shall be brought and tried in the Superior Court for the State of Washington in Thurston County. This Agreement may be executed in any number of counterparts. Upon Effective Date, this Agreement modifies, supersedes and replaces any and all contractual provisions, promises, or covenants contained in any previous agreement

between any City and Yakima County.

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:

BOARD OF YAKIMA COUNTY  
COMMISSIONERS

By:  
James M. Lewis, Chairman

By:  
Jesse S. Palacios, Commissioner

By:  
Ronald F. Gamache, Commissioner

CITY OF ALGONA, WA  
By:  
Glenn Wilson, Mayor  
Estimated ADP:

CITY OF AUBURN, WA  
By:  
Peter B. Lewis, Mayor  
Estimated ADP:

TOWN OF BEAUX ARTS VILLAGE, WA  
By:  
Charles R. Lowry, Mayor  
Estimated ADP:

CITY OF BELLEVUE, WA  
By:  
Steve Sarkozy, City Manager  
Estimated ADP:

CITY OF BLACK DIAMOND, WA  
By:  
Howard Botts, Mayor  
Estimated ADP:

CITY OF BOTHELL, WA  
By:  
Jim Thompson, City Manager  
Estimated ADP:

CITY OF BURIEN, WA  
By:  
Gary P. Long, City Manager  
Estimated ADP:

CITY OF CARNATION, WA  
By:  
Woody Edvalson, City Manager  
Estimated ADP:

CITY OF CLYDE HILL, WA  
By:

ATTEST:

Carla Rodriguez, Clerk of the Board of  
Yakima County Commissioners

Approved as to Form:

Ronald S. Zirkle  
Chief Deputy Prosecuting Attorney  
For Yakima County

Approved as to Form:

George Kelley, Algona City Attorney

Approved as to Form:

Daniel B. Heid, Auburn City Attorney

Approved as to Form:

Wayne Stewart, Town Attorney

Approved as to Form:

Richard L. Andrews, Bellevue City  
Attorney

Approved as to Form:

Loren D. Combs, City Attorney

Approved as to Form:

Michael E. Weight, Bothell City  
Attorney

Approved as to Form:

Lisa Marshall, Burien City Attorney

Approved as to Form:

Phil A. Olbrechts, Carnation City  
Attorney

Approved as to Form:

George S. Martin, Mayor  
Estimated ADP:

Clyde Hill City Attorney

CITY OF COVINGTON, WA

Approved as to Form:

By:

Andrew D. Dempsey, City Manager  
Estimated ADP:

Duncan C. Wilson, Covington City  
Attorney

CITY OF DES MOINES, WA

Approved as to Form:

By:

Tony Piasecki, City Manager  
Estimated ADP:

Des Moines City Attorney

CITY OF DUVALL, WA

Approved as to Form:

By:

Becky Nixon, Mayor  
Estimated ADP:

Bruce Disend, Duvall City Attorney

CITY OF FEDERAL WAY, WA

Approved as to Form:

By:

David H. Moseley, City Manager  
Estimated ADP:

By: Bob C. Sterbank, Federal Way  
City Attorney

CITY OF ISSAQUAH, WA

Approved as to Form:

By:

Ava Frisinger, Mayor  
Estimated ADP:

By: Wayne D. Tanaka, Issaquah  
City Attorney

CITY OF KENMORE, WA

Approved as to Form:

By:

Stephen L. Anderson, City Manager  
Estimated ADP:

Michael R. Kenyon, Kenmore City  
Attorney

CITY OF KIRKLAND, WA

Approved as to Form:

By:

David H. Ramsay, City Manager  
Estimated ADP:

Gail Gorud, Kirkland City Attorney

CITY OF LAKE FOREST PARK, WA

Approved as to Form:

By:

David R. Hutchinson, Mayor  
Estimated ADP:

Michael P. Ruark, Lake Forest Park  
City Attorney

CITY OF MAPLE VALLEY, WA

Approved as to Form:

By:

John F. Starbard, City Manager  
Estimated ADP:

Lisa Marshall, Maple Valley City  
Attorney

CITY OF MEDINA

Approved as to Form:

By:

Douglas J. Schulze, City Manager  
Estimated ADP:

Kirk R. Wines, Medina City Attorney

CITY OF MERCER ISLAND, WA

Approved as to Form:

By:

Richard M. Conrad, City Manager  
Estimated ADP:

Londi K. Lindell, Mercer Island City  
Attorney

CITY OF NEWCASTLE, WA

Approved as to Form:

Andrew J. Takata, City Manager

Dawn Findlay, Newcastle City Attorney

Estimated ADP:

CITY OF NORMANDY PARK, WA  
By:  
Merlin MacReynold, City Manager  
Estimated ADP:

Approved as to Form:  
Susan Rae Sampson, Normandy Park  
City Attorney

CITY OF NORTH BEND, WA  
By:  
Joan Simpson, Mayor  
Estimated ADP:

Approved as to Form:  
Michael R. Kenyon, North Bend City  
Attorney

CITY OF PACIFIC, WA  
By:  
Howard Erickson, Mayor  
Estimated ADP:

Approved as to Form:  
Bruce Disend, Pacific City Attorney

CITY OF REDMOND, WA  
By:  
Rosemarie Ives, Mayor  
Estimated ADP:

Approved as to Form:  
James E. Haney, Redmond City Attorney

CITY OF RENTON, WA  
By:  
Jesse Tanner, Mayor  
Estimated ADP:

Approved as to Form:  
Lawrence J. Warren, Renton City  
Attorney

CITY OF SAMMAMISH, WA  
By:  
Ben Yazici, City Manager  
Estimated ADP:

Approved as to Form:  
Bruce Disend, Sammamish City Attorney

CITY OF SEATAC, WA  
By:  
Jay Holman, Acting City Manager  
Estimated ADP:

Approved as to Form:  
Robert L. McAdams, SeaTac City Attorney

CITY OF SEATTLE, WA  
By:  
Gregory J. Nickels, Mayor  
Estimated ADP:155-175

Approved as to Form:  
Thomas A. Carr, Seattle City Attorney

CITY OF SHORELINE, WA  
By:  
Steven Burkett, City Manager  
Estimated ADP:

Approved as to Form:  
Ian Sievers, Shoreline City Attorney

CITY OF SKYKOMISH, WA  
By:  
Skip Mackner, Mayor  
Estimated ADP:

Approved as to Form:  
Jeffrey Ganson, Skykomish City Attorney

CITY OF SNOQUALMIE, WA  
By:  
Randy Fuzzy Fletcher, Mayor  
Estimated ADP:

Approved as to Form:  
Pat Anderson, Snoqualmie City Attorney

CITY OF TUKWILA, WA  
By:  
Steve Mullet, Mayor

Approved as to Form:  
Robert F. Noe, City Attorney

Estimated ADP:

CITY OF WOODINVILLE, WA  
By:  
Pete Rose, City Manager  
Estimated ADP:

Approved as to Form:  
Wayne D. Tanaka, Woodinville City  
Attorney

TOWN OF YARROW POINT, WA  
By:  
Jeanne R. Berry, Mayor  
Estimated ADP:  
STATE OF WASHINGTON )

Approved as to Form:  
Wayne Stewart, Yarrow Point Town  
Attorney

) ss.

COUNTY OF \_\_\_\_\_ )

On this day personally appeared before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, \_\_\_\_\_, to me known to be the City Manager/Mayor of the City/Town of \_\_\_\_\_, a Washington municipal corporation, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

Given under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2002.

(notary signature)  
(typed/printed name of notary)  
Notary Public in and for the State of Washington  
My commission expires:  
ta

ADDENDUM TO INTERLOCAL AGREEMENT BETWEEN YAKIMA COUNTY, WASHINGTON AND THE CITIES OF ALGONA, AUBURN, TOWN OF BEAUX ARTS VILLAGE, BELLEVUE, BLACK DIAMOND, BOTHELL, BURIEN, CARNATION, CLYDE HILL, COVINGTON, DES MOINES, DUVALL, FEDERAL WAY, ISSAQUAH, KENMORE, KIRKLAND, LAKE FOREST PARK, MAPLE VALLEY, MEDINA, MERCER ISLAND, NEWCASTLE, NORMANDY PARK, NORTH BEND, PACIFIC, REDMOND, RENTON, SAMMAMISH, SEATAC, SEATTLE, SHORELINE, SKYKOMISH, SNOQUALMIE, TUKWILA, WOODINVILLE AND TOWN OF YARROW POINT, WASHINGTON, FOR THE HOUSING OF INMATES BY YAKIMA COUNTY DEPARTMENT OF CORRECTIONS AND SECURITY

THIS ADDENDUM TO THE INTERLOCAL AGREEMENT FOR THE HOUSING OF INMATES BY YAKIMA COUNTY DEPARTMENT OF CORRECTIONS AND SECURITY ("Agreement") is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2002 by and between the Cities of Algona, Auburn, Town of Beaux Arts Village, Bellevue, Black Diamond, Bothell, Burien, Carnation, Clyde Hill, Covington, Des Moines, Duvall, Federal Way, Issaquah, Kenmore, Kirkland, Lake Forest Park, Maple Valley, Medina, Mercer Island, Newcastle, Normandy Park, North Bend, Pacific, Redmond, Renton, Sammamish, SeaTac, Seattle, Shoreline, Skykomish, Snoqualmie, Tukwila, Woodinville and Town of Yarrow Point, Washington ("Cities"), and Yakima County, Washington ("Yakima County").

WHEREAS Yakima County and the cities named above intend to enter into a long term agreement ("the Agreement") for housing of city inmates by Yakima County; and

WHEREAS numerous cities have signed the Agreement; and

WHEREAS certain provisions of the Agreement require modification before final execution and the parties have determined that the most efficient method of making such modifications is for this addendum to be executed contemporaneously with Yakima County signing the Agreement.

THEREFORE, the provisions of the Interlocal Agreement between Yakima County, Washington and the cities named above for housing of inmates are amended as follows:

Section 1. Section 1(g) of the Agreement is hereby amended as follows:

(g) Minimum Bed Commitment means the bed commitment made by the Cities to maintain an ADP in Yakima county jail facilities equal to 150 City Inmates from the effective date of this Agreement until September 30, 2003 and equal to 440 City Inmates from October 1, 2003 until the termination of this Agreement.

Section 2. Section 2 of the Agreement is hereby amended as follows:

(a) Effective Date - Execution of Agreement. Yakima County expects to authorize the construction and equipping of new correctional facilities to be located in Yakima County ("New Jail Facility"). The effective date of this Agreement and the obligations of Yakima County and the Cities shall commence only when this Agreement has been executed by a sufficient number of Cities to represent 90% of the 440 Minimum Bed Commitment. The Cities have estimated each City's respective jail population as set forth on the signature page. These estimates shall in no way obligate each City individually to deliver these estimated populations, but are provided solely for the purpose of setting an effective date to this Agreement and committing the Cities to collectively provide the 440 Minimum Bed Commitment. In the event this Agreement is not fully executed on or before November 1, 2002 by a sufficient number of Cities as described above, this Agreement shall be null and void and no party to this Agreement shall be subject to liability of any kind arising out of this Agreement.

(b) Permits and Financing. Yakima County is exercising best efforts to obtain the necessary permits and financing for the siting and construction of the New Jail Facility. The obligation of Yakima County to provide the Minimum Bed Commitment in excess of 150 beds is conditioned upon Yakima County issuing bonds for the financing of the New Jail Facility no later than December 31, 2002 and obtaining the necessary building permits.. In the event that Yakima County is unable for any reason to issue such bonds on or before December 31, 2002 or obtain such permits, Yakima County may elect to terminate this Agreement, this Agreement shall be null and void and no party to this Agreement shall be subject to liability of any kind arising out of this Agreement.

(c) Completion of New Jail Facility. Following the commencement of construction, Yakima County agrees to exercise due diligence to complete the New Jail Facility, the occupancy date, following the shakedown period, is currently estimated by Yakima County to be July 1, 2004. Upon receipt of a full or temporary certificate of occupancy for the New Jail Facility, and upon completion of the required

"shakedown period," Yakima County agrees to accept City Inmates pursuant to this Agreement in the New Jail Facility.

Section 3. Section 3 of the Agreement is hereby amended as follows:

The term of this Agreement shall commence upon the Effective Date and shall end at 11:59 p.m. on December 31, 2010, subject to earlier termination as provided by Section 4 of this Agreement. This Agreement may be renewed for any successive period by written addendum under terms and conditions acceptable to all of the parties.

Section 4. Section 6(b) of the Agreement is hereby amended as follows:

(b) Minimum Bed Guarantee. From and after the Effective Date of the Agreement and continuing until September 30, 2003, Yakima County guarantees a minimum of 150 daily jail beds for City Inmates. Commencing October 1, 2003 and continuing until this Agreement is terminated, Yakima County guarantees a minimum of 440 daily jail beds for City Inmates. If King County, Washington refuses to accept City Inmates prior to October 1, 2003, Yakima County will use best efforts to accept additional City Inmates by contracting for additional jail capacity for City Inmates. If Yakima County has jail bed capacity in excess of this minimum guarantee, Yakima County will accept additional City Inmates if requested by the Cities. Prior to constructing new jail capacity beyond the Jail Facility, Yakima will contact the Cities and offer to reduce the Minimum Bed Commitment. If any City voluntarily agrees to such a reduction, the Minimum Bed Commitment shall be reduced by the amount of beds the City agrees to return to Yakima for its use.

Section 5 Section 6 of the Agreement is hereby amended by adding the following subsection (d):

(d) Yakima County shall provide the Cities' Inmates with confidential telephone or in person access to their attorneys during their period of incarceration at the Yakima County Jail at no cost to the inmate. Each City shall reimburse Yakima County or cause Yakima County to be reimbursed for the cost of that City's Inmates' long distance telephone calls within 30 days of receipt of invoice from the County. By separate mutual agreement, the County and a City may provide video conference capabilities for the City's Inmates' communication with the inmates' attorneys, families or other persons or agencies.

Section 6 Subsection 7(a) of the Agreement is hereby amended in its entirety to provide as follows:

(a) Daily Fee. In consideration of Yakima County's commitment to provide Care for City Inmates, the Cities agree to pay Yakima County a daily fee for the housing and Care of each City Inmate, including all medical, psychiatric and dental costs. Yakima County shall not charge a booking fee or any other fees in connection with the Care of City Inmates. The following daily fee, which shall increase at a rate of 5% per annum as shown, includes a per inmate per day (i) bed maintenance fee and (ii) Medical Payment:

YEAR

## DAILY FEE PER CITY INMATE

(bed maintenance fee + \$5 Medical Payment)

2002

\$ 56.00

2003

\$ 58.80

2004

\$ 61.74

2005

\$ 64.83

2006

\$ 68.07

2007

\$ 71.47

2008

\$ 75.05

2009

\$ 78.80

2010

\$ 82.74

Yakima County shall pay for all medical, psychiatric, and dental costs of the Cities' Inmates in exchange for the payment by the Cities of an amount equal to \$5 per day per inmate ("Medical Payment"). Medical Payments shall be made from a designated fund maintained by Yakima County. Such fund shall consist of deposits made by each City in an amount equal to \$5 per day per City Inmate. Yakima County shall provide monthly reports with its billing statement describing its medical, psychiatric, and dental account balance(s) and payments made from each such account, including provider name, inmate name, name of City being charged for such inmate, dollar amount paid, and description of medical, psychiatric and/or dental service provided. Each quarter Yakima County shall send to the Cities and accounting of the medical fund. In the event Yakima County's actual medical, psychiatric, and dental costs exceed the funds available in the Medical Payment fund, the cities agree to compensate Yakima County for all said costs within 30 days following receipt of said medical billing.

Yakima County agrees to use best efforts to take advantage of the best available state pharmacy programs or to have an operational in-house

pharmacy on or before acceptance of long term inmates.

Section 7: Section 18(b) of the Agreement is hereby amended by deleting existing Section 18 (b) in its entirety and replacing it with the following:

18(b) Yakima County shall have the right to refuse to accept a City Inmate and to return such Inmate to a City when, in the reasonable and informed judgment of Yakima County, such City Inmate: (i) would require 24-hour per day medical attention as a result of a life-threatening illness or injury or uncontrollable behavior resulting from an acute psychiatric disorder; (ii) would require regular medical staff assistance in connection with mobility, bodily function or personal hygiene needs due to a lack of ambulatory ability; (iii) has a unique medical condition for which Yakima County is unable to obtain medical services, (iv) has been convicted of escape from a secure jail facility; or (v) has been convicted of assault on any correction officer or staff. If an Inmate is being returned to the City pursuant to this Section, the cost of transport shall be paid by the City unless the transport can be made by Yakima County within the terms set forth in Section 5 of this Agreement.

Section 8: This Addendum may be executed in any number of counterparts. Except as otherwise amended by this Addendum, the Agreement shall remain in full force and effect. IN WITNESS WHEREOF, the above and foregoing Addendum has been executed in duplicate by the parties hereto and made effective on the day and year first above written:

BOARD OF YAKIMA COUNTY

COMMISSIONERS

By:

Ronald F. Gamache, Chairman

By:

James M. Lewis, Commissioner

By:

Jesse S. Palacios, Commissioner

ATTEST:

Carla Ward, Clerk of the Board of

Yakima County Commissioners

Approved as to Form:

Ronald S. Zirkle

Yakima County Prosecuting Attorney

CITY OF ALGONA, WA

By:

Glenn Wilson, Mayor

Estimated ADP:

Approved as to Form:

George Kelley, Algona City Attorney

CITY OF AUBURN, WA

By:

Pete Lewis, Mayor

Estimated ADP:

Approved as to Form:

Daniel B. Heid, Auburn City Attorney

TOWN OF BEAUX ARTS VILLAGE, WA

By:

Charles R. Lowry, Mayor

Estimated ADP:

Approved as to Form:

Wayne Stewart, Town Attorney

CITY OF BELLEVUE, WA

By:

Steve Sarkozy, City Manager

Estimated ADP:

Approved as to Form:

Richard L. Andrews, Bellevue City Attorney

CITY OF BLACK DIAMOND, WA

By:

Howard Botts, Mayor

Estimated ADP:

Approved as to Form:

Loren D. Combs, City Attorney

CITY OF BOTHELL, WA

By:

Jim Thompson, City Manager

Estimated ADP:

Approved as to Form:

Michael E. Weight, Bothell City Attorney

CITY OF BURIEN, WA

By:

Gary P. Long, City Manager

Estimated ADP:

Approved as to Form:

Lisa Marshall, Burien City Attorney

CITY OF CARNATION, WA

By:

Woody Edvalson, City Manager

Estimated ADP:

Approved as to Form:

Phil A. Olbrechts, Carnation City Attorney

CITY OF CLYDE HILL, WA

By:

George S. Martin, Mayor

Estimated ADP:

Approved as to Form:

Clyde Hill City Attorney

CITY OF COVINGTON, WA

By:

Andy Dempsey, City Manager

Estimated ADP:

Approved as to Form:

Duncan C. Wilson, Covington City Attorney

CITY OF DES MOINES, WA

By

City Manager

Estimated ADP:

Approved as to Form:

Des Moines City Attorney

CITY OF DUVALL, WA

By:

Becky Nixon, Mayor

Estimated ADP:

Approved as to Form:

John L. O'Brien, Duvall City Attorney

CITY OF FEDERAL WAY, WA

By:

David H. Moseley, City Manager

Estimated ADP:

Approved as to Form:

By: Robert C. Sterbank, Federal Way

City Attorney

CITY OF ISSAQUAH, WA

By:

Ava Frisinger, Mayor

Estimated ADP:

Approved as to Form:

By:

Wayne D. Tanaka, Issaquah

City Attorney

CITY OF KENMORE, WA

By:

Stephen L. Anderson, City Manager

Estimated ADP:

Approved as to Form:

Michael R. Kenyon, Kenmore City Attorney

CITY OF KIRKLAND, WA

By:

David Ramsay, City Manager

Estimated ADP:

Approved as to Form:

Gail Gorud, Kirkland City Attorney

CITY OF LAKE FOREST PARK, WA

By:

David R. Hutchinson, Mayor

Estimated ADP:

Approved as to Form:

Michael P. Ruark, Lake Forest Park

City Attorney

CITY OF MAPLE VALLEY, WA

By:

John F. Starbard, City Manager

Estimated ADP:

Approved as to Form:

Maple Valley City Attorney

CITY OF MEDINA

By:

Douglas J. Schulze, City Manager

Estimated ADP:

Approved as to Form:

Kirk R. Wines, Medina City Attorney

CITY OF MERCER ISLAND, WA

By:

Richard M. Conrad, City Manager

Estimated ADP:

Approved as to Form:

Londi K. Lindell, Mercer Island City Attorney

CITY OF NEWCASTLE, WA

Andrew J. Takata, City Manager

Estimated ADP:

Approved as to Form:

Newcastle City Attorney

CITY OF NORMANDY PARK, WA

By:

Merlin MacReynold, City Manager

Estimated ADP:

Approved as to Form:

Susan Rae Sampson, Normandy Park

City Attorney

CITY OF NORTH BEND, WA

By:

Joan Simpson, Mayor

Estimated ADP:

Approved as to Form:

Michael R. Kenyon, North Bend City Attorney

CITY OF PACIFIC, WA

By:

Howard Erickson, Mayor

Estimated ADP:

Approved as to Form:

Bruce Disend, Pacific City Attorney

CITY OF REDMOND, WA

Rosemarie Ives, Mayor

Estimated ADP:

Approved as to Form:

Redmond City Attorney

CITY OF RENTON, WA

By:

Jesse Tanner, Mayor

Estimated ADP:

Approved as to Form:

Lawrence J. Warren, Renton City Attorney

CITY OF SAMMAMISH, WA

By

Ben Yazici, City Manager

Estimated ADP:

Approved as to Form:

Bruce Disend, Sammamish City Attorney

CITY OF SEATAC, WA

By:

\_\_\_\_\_, City Manager

Estimated ADP:

Approved as to Form:

Robert L. McAdams, SeaTac City Attorney

CITY OF SEATTLE, WA

By:

Gregory J. Nickels, Mayor

Estimated ADP:

Approved as to Form:

Thomas A. Carr, Seattle City Attorney

CITY OF SHORELINE, WA

By:

Steven Burkett, City Manager

Estimated ADP:

Approved as to Form:

Ian Sievers, Shoreline City Attorney

CITY OF SKYKOMISH, WA

By:

Skip Mackner, Mayor

Estimated ADP:

Approved as to Form:

Skykomish City Attorney

CITY OF SNOQUALMIE, WA

By:

Randy Fuzzy Fletcher, Mayor

Estimated ADP:

Approved as to Form:

Pat Anderson, Snoqualmie City Attorney

CITY OF TUKWILA, WA

By:

Steve Mullet, Mayor

Estimated ADP:

Approved as to Form:

Robert F. Noe, City Attorney

CITY OF WOODINVILLE, WA

By:

Pete Rose, City Manager

Estimated ADP:

Approved as to Form:

Wayne D. Tanaka, Woodinville City Attorney

TOWN OF YARROW POINT

By:

Jeanne R. Berry, Mayor

Estimated ADP:

Approved as to Form:

Wayne Stewart, Yarrow Point Town Attorney

STATE OF WASHINGTON )

) ss.

COUNTY OF \_\_\_\_\_ )

On this day personally appeared before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, \_\_\_\_\_, to me known to be the City Manager/Mayor of the City/Town of \_\_\_\_\_, a Washington municipal corporation, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

(notary signature)

(typed/printed name of notary)

Notary Public in and for the State of Washington

My commission expires:

Interlocal to be filed with the Yakima County Auditor

Fiscal Note



## **APPENDIX 2**

LAW OFFICES OF  
THE DEFENDER ASSOCIATION  
810 THIRD AVENUE, SUITE 800  
SEATTLE, WASHINGTON 98104

206-447-3900

FILED  
03 APR 16 AM 11:33

SHORELINE DIVISION  
KING COUNTY DISTRICT COURT

14 April 2003

The Shoreline District Court  
The King County Prosecutor's Office

King County Superior Court  
King County District Court  
1000 4th Avenue, No. 1000  
Seattle, WA 98101-3202  
206-467-4634

RE: *State of Washington v. Sarun Chhom*, #C00434184

Dear Court and Prosecutor:

Please note that Mr. Chhom is in custody in Yakima, pursuant to a conviction for DWLS 2<sup>nd</sup> Degree out of Bellevue Municipal/District Court, cause # BC0132246. Mr. Chhom will be in custody until 6/21/03, and he wishes to have the above referenced case adjudicated.

Sincerely,



\_\_\_\_\_  
Timothy R. Johnson

cc: file

**COPY**