

CITY OF KIRKLAND

123 FIFTH AVENUE

KIRKLAND, WASHINGTON 98033-6189

425.587.3465

Kirkland Police Department

MEMORANDUM

To: David Ramsay, City Manager
From: Stan Aston, Police Chief
Robert Balkema, Correction's Sergeant
Date: September 5, 2006
Subject: Interlocal Agreements Providing Additional Jail Space Capacity

RECOMMENDATION:

That City Council pass the attached resolutions which authorize the City Manager to sign interlocal agreements with four jails to provide additional jail capacity for City of Kirkland inmates.

BACKGROUND DISCUSSION:

The Kirkland Police Department is asking for Council authorization to enter into the attached interlocal agreements to provide housing for City of Kirkland inmates at the Renton Jail, Marysville Jail, Chelan County Jail, and Okanogan County Jail. These agreements allow the City of Kirkland to house inmates at the various jails and do not require "buying" bed space. The City of Kirkland will only be obligated to pay for the specific time an inmate is housed in one of the four jail facilities. If the City does not use the bed space, the City does not pay for it. The Department is requesting these additional jail agreements to provide the City with more options in short and long term planning.

Please let me know if you have any questions.

Attachments: Resolutions and Corresponding Interlocal Agreement for:

Okanogan County Jail
Marysville Jail
Chelan County Regional Justice Center
Renton Jail

RESOLUTION R-4596

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF KIRKLAND AND OKANOGAN COUNTY FOR THE HOUSING OF INMATES IN THE OKANOGAN COUNTY JAIL.

WHEREAS, the City of Kirkland wishes to secure the use of additional jail bed capacity; and

WHEREAS, Okanogan County of is willing to accept City of Kirkland inmates for a rate of compensation mutually agreed upon by the parties; and

WHEREAS, Chapter 39.34 RCW authorizes the parties to enter into an interlocal cooperation agreement to perform any governmental service, activity or undertaking which each contracting party is authorized by law to perform;

NOW, THEREFORE, be it resolved by the City Council of the City of Kirkland as follows:

Section 1. The City Manager is hereby authorized and directed to execute on behalf of the City of Kirkland an interlocal agreement substantially similar to that attached as Exhibit "A", which is entitled "Agreement Between Okanogan County, Washington and the City of Kirkland, Washington, for the Housing of Inmates in the Okanogan County Jail."

Passed by majority vote of the Kirkland City Council in open meeting this ____ day of _____, 2006.

Signed in authentication thereof this ____ day of _____, 2006.

MAYOR

Attest:

City Clerk

**AGREEMENT BETWEEN OKANOGAN COUNTY,
WASHINGTON AND THE CITY OF KIRKLAND,
WASHINGTON, FOR THE HOUSING OF INMATES IN
THE OKANOGAN COUNTY JAIL**

THIS AGREEMENT is made and entered into on this day of _____ 2006 by and between the City of Kirkland, hereinafter referred to as "The City", and the Board of County Commissioners of Okanogan County, Washington, hereinafter referred to as "Okanogan County", each party having been duly organized and now existing under the laws of the State of Washington.

WITNESSETH:

WHEREAS, Okanogan County is authorized by law to operate a jail and the City is authorized by law to operate a jail; and

WHEREAS, the City wishes to designate the Okanogan County jail as a place of confinement for the incarceration of one or more inmates lawfully committed to the City's custody; and

WHEREAS, the Director of the Corrections Facility of Okanogan County is desirous of accepting and keeping in his/her custody such inmate(s) in the Okanogan County jail for a rate of compensation mutually agreed upon by the parties hereto; and

WHEREAS, RCW 39.34.080 and other Washington law, as amended, authorizes any county to contract with any city to perform any governmental service, activity or undertaking which each contracting jurisdiction is authorized by law to perform; and

WHEREAS, the governing bodies of each of the parties hereto have determined to enter into this Agreement as authorized and provided for by RCW 39.34.080 and other Washington law, as amended,

NOW, THEREFORE, in consideration of the above and foregoing recitals, the payments to be made, the mutual promises and covenants herein contained, and for other good and valuable consideration, the parties hereto agree as follows:

Section 1. GOVERNING LAW

The parties hereto agree that, except where expressly otherwise provided, the laws and administrative rules and regulations of the State of Washington shall govern in any matter relating to inmate confinement pursuant to this Agreement.

Section 2. DURATION

This Agreement shall remain full force and effect from the effective date hereto until December 31, 2011, subject to earlier termination as provided by Section 3 herein. This Agreement may be renewed for like successive periods by written addendum under such terms and conditions as the

parties may determine. Nothing in this Agreement shall be construed to make it necessary for the City to have inmates housed in Okanogan County continuously.

Section 3. TERMINATION

(a) By either party. This Agreement may be terminated by written notice from either party to the other party delivered by regular mail to the contact person identified herein, provided that termination shall become effective ninety (90) days after receipt of such notice. Within said ninety (90) days, the City agrees to remove its inmate(s) from the Okanogan County jail.

(b) By the City due to lack of funding. The obligation of the City to pay Okanogan County under the provision of this Agreement beyond the current fiscal year is expressly made contingent upon the appropriation, budgeting, and availability of sufficient funds by and from the City of Kirkland. In the event that such funds are not budgeted, appropriated or otherwise made available for the purpose of payment under this Agreement at any time after the current fiscal year, then the City shall have the option of terminating the Agreement upon written notice to Okanogan County, except that all services provided to that point shall be compensated at the agreed rate. The termination of this Agreement for this reason will not cause any penalty to be charged to the City.

(c) Compensation Due for Services Rendered. In the event of termination of this Agreement for any reason, the City shall compensate Okanogan County in the same manner, and at the same rates as if this Agreement had not been terminated, should any City inmates remain housed by Okanogan County after notice of such termination.

Section 4. MAILING ADDRESSES

(a) All notices, reports, and correspondence to the respective parties of this Agreement shall be sent to the attention of the following people, except as set forth in (b) below:

Okanogan County:

Okanogan County Corrections
Street 149 4th Ave N
City Okanogan, WA 98840
Contact Person: Noah Stewart

City of Kirkland:

City of Kirkland Corrections
Kirkland Police Department
123 5th Ave
Kirkland, WA 98033
Contact Person: Sgt. Bob Balkem

(b) Contact Person: Notification related to the Medical, Removal, Escape, or Death clauses herein shall be given by facsimile with a follow up telephone call to: Sgt. Bob Balkema (Fax) 425.587.3410 (Phone) 425.5873465.

B

Section 5. COMPENSATION

(a) Rates. Except as provided in subsection (b), Okanogan County agrees to perform at no transport cost to the City, between the Okanogan County Corrections Facility and the Kirkland City Jail or such other location as designated by the City in order to transport inmates to and from the City, and to house the City inmates for compensation per day per inmate, at the rate of forty dollars (\$42.00) per day.

(b) Billing and payment. Okanogan County agrees to provide the City with an itemized bill listing all names of inmates who are housed, the case or citation number, the number of days housed including the date and time booked into Okanogan County's jail and the date and time released from Okanogan County's jail, and the dollar amount due for each. Okanogan County agrees to provide said bill on or about the 10th of each month. The City agrees to make payment to Okanogan County on or about thirty (30) days from the date the bill is received.

Section 6. RIGHT OF INSPECTION

The City shall have the right to inspect but not the duty of, at all reasonable times, all Okanogan County jails in which inmates of the City are confined in order to determine if such jail maintains standards of confinement acceptable to the City and that such inmates therein are treated equally regardless of race, religion, color, creed or national origin. Okanogan County shall be obligated to manage, maintain and operate its facilities consistent with all applicable federal, state and local laws and regulations.

Section 7. INMATE ACCOUNTS

Okanogan County shall establish and maintain an account for each inmate received from the City and shall credit to such account all money which is received and shall make disbursements, debiting such account in accurate amounts for the inmate's personal needs. Disbursements shall be made in limited amounts as are reasonably necessary for personal maintenance. Okanogan County shall be accountable to the City for such inmate funds. At either the termination of this Agreement, the inmate's death, release from incarceration or return to either the City or indefinite release to the court, the inmate's money shall be transferred to the inmate's account in care of the City. If requested by the City, Okanogan County Corrections will return said inmate reimbursement to the City in the form of a check in the name of each inmate eligible for said reimbursement.

Section 8. RESPONSIBILITY FOR INMATE'S CUSTODY

(a) It shall be the responsibility of Okanogan County to confine the inmate or inmates; to provide treatment, including the furnishing of subsistence and all necessary medical and hospital services and supplies; to provide for the inmates' physical needs; to make available to them programs and/or treatment consistent with their individual needs; to retain them in said

custody; to supervise them; to maintain proper discipline and control; to make certain that they receive no special privileges and that the sentence and orders of the committing court in the State are faithfully executed; provided that nothing herein contained shall be construed to require Okanogan County, or any of its agents, to provide treatment, facilities or programs for any inmates confined pursuant to this Agreement, which it does not provide for similar inmates not confined pursuant to this Agreement.

(b) Except as provided in Section 12, it is expressly understood that Okanogan County shall not be authorized to transfer custody of any inmate confined pursuant to this Agreement to any party other than the City, or to release any inmate from custody without written authorization from the committing court.

Section 9. MEDICAL SERVICES

(a) Inmates from the City shall receive such medical, psychiatric and dental treatment as may be necessary to safeguard their health while housed in the Okanogan County jail. Okanogan County shall provide or arrange for the providing of such medical, psychiatric, and dental services., the City shall pay directly or reimburse Okanogan County for all costs associated with the delivery of medical services, or any emergency and/or major medical service, provided to the City inmates.

(b) Okanogan County shall keep an adequate record of all such services. The City will be able to review at its request any medical or dental services of major consequence, in accordance with applicable law, including but not limited to HIPPA. Okanogan County will report to the City any medical or dental services of a major consequence as soon as is practical.

(c) Should medical or dental services require hospitalization, the City agrees to compensate Okanogan County dollar for dollar any amount expended or cost incurred in providing the same; provided that, except in emergencies, the City will be notified either by phone or fax prior to the inmate's transfer to a hospital and nothing herein shall preclude the City from retaking the ill or injured inmates.

Section 10. DISCIPLINE

Okanogan County shall have physical control over and power to execute disciplinary authority over all inmates of the City. However, nothing contained herein shall be construed to authorize or permit 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 an inmate who is not confined pursuant to this contract.

Section 11. RECORDS AND REPORTS

(a) Before or at the time of delivery of each inmate, the City shall forward to Okanogan County a copy of all inmate records pertaining to the inmate's present incarceration at the Kirkland City Jail. If additional information is requested regarding a particular inmate, the parties shall mutually cooperate to provide any additional information.

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

Section 12. REMOVAL FROM THE JAIL

Except for eligible inmates for correctional work details and under the direct supervision of a corrections officer, an inmate of the City legally confined in Okanogan County shall not be removed therefrom by any person without written authorization from the City or by order of any court having jurisdiction. Okanogan County agrees that no early releases or alternatives to incarceration, including furloughs, passes, home detention, or Work Release shall be granted to any inmate housed pursuant to this Agreement without written authorization by the committing court. This paragraph shall not apply to an emergency necessitating the immediate removal of the inmate for medical, dental, psychiatric treatment or other catastrophic condition presenting an eminent danger to the safety of the inmate or to the inmates or personnel of Okanogan County. In the event of any such emergency removal, Okanogan County shall inform the City of the whereabouts of the inmate or inmates so removed, at the earliest practicable time, and shall exercise all reasonable care for the safe keeping and custody of such inmate or inmates.

Section 13. ESCAPES

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

Section 14. DEATH OF AN INMATE

(a) In the event of the death of a City inmate, the Okanogan County coroner shall be notified. The City shall receive copies of any records made at or in connection with such notification. Okanogan County will investigate any death within its facility and will allow the City to join in on the investigation.

(b) Okanogan County shall immediately notify the City of the death of a City inmate, furnish information as requested and, subject to the authority of the Okanogan County coroner, follow the instructions of the City with regard to the disposition of the body. Written notice shall be provided within three-week calendar days of receipt by the City of notice of such death. All expenses relative to any necessary preparation of the body and shipment charges shall be paid by the City. With the City's consent, Okanogan County may arrange for burial and all matters related or incidental thereto, and all such expenses shall be paid by the City. The provisions of this paragraph shall govern only the relations between or among the parties hereto and shall not affect the liability of any relative or other person for the disposition of the deceased or for any expenses connected therewith.

(c) The City shall receive a certified copy of the death certificate for any of its inmates who have died while in Okanogan County custody.

Section 15. RETAKING OF INMATES

In the event the confinement of any City inmate is terminated for any reason by either party, retaking of 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.

Section 16. HOLD HARMLESS AND INDEMNIFICATION

(a) The City shall defend, indemnify and hold harmless Okanogan County, its officers, agents and employees from any claim, cost, judgment or damages, including attorneys' fees, arising from any City action or proceeding involving the confinement of any inmates from the City in Okanogan County: provided that this subsection shall not apply to any such claim, cost, judgment or damage that arises out of or in any way results from any allegations of any intentional, willful or negligent act or omission on the part of Okanogan County or any officer, agent or employee thereof.

(b) Okanogan County shall defend, indemnify and hold harmless the City, its officers, agents and employees from any claim, cost, judgments or damages, including attorneys' fees, including third party claims, arising out of any action or omission of Okanogan County, its officers, agents, independent contractors, or employees while City inmates are in the custody of Okanogan County, or for any wrongful release of inmates placed in their custody, or for any claim by its employees, agents or independent contractors that may be asserted against the City in performing this Agreement.

(c) An inmate shall become the responsibility of Okanogan County at the point that the inmate(s) is booked into Okanogan County jail or when the inmate(s) has been released to the care, custody and control of Okanogan County, including without limitation the point at which Okanogan County, or its agents, picks up inmates or transports inmates as in Section 5, whichever occurs first. Okanogan County shall hold the City harmless under the terms of this section for all claims arising out of the detention of the inmate(s). Accordingly, Okanogan County shall be held harmless by the City under the terms of this Agreement, for claims arising out of the arrest of the inmate(s), or arising out of any situation occurring prior to the time that Okanogan County assumes responsibility for the inmate(s).

Section 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 self insurance pool, which is sufficient to address the insurance and indemnification obligations set forth in this Agreement.

(b) Each party shall obtain and maintain 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 for those events that occur during the term of the policy, despite when the claim is made. For the purpose of this paragraph, membership in a self insurance risk pool that provides coverage with limits that are no less than the policy, and limits identified above shall satisfy the requirements of this.

Section 18. RIGHT TO REFUSE INMATE(S)

(a) Okanogan County shall have the right to refuse to accept any inmate from the City when, in the opinion of Okanogan County, its inmate census is at capacity or so near capacity that there is a substantial risk that, through usual operation of the jail, the reasonable operational capacity limits of the jail might be reached or exceeded.

(b) Okanogan County shall further have the right to refuse to accept any inmate from the City who, in the judgment of Okanogan County, has a current illness or injury which may adversely affect the operations of the Okanogan County jail, has a history of serious medical problems, presents a substantial risk of escape, or presents a substantial risk of injury to other persons or property.

(c) Except as provided in Section 5 (a) and (b), Okanogan County shall further have the right to refuse to keep any inmate from the City as provided in Section 18 of subsection (b).

Section 19. MISCELLANEOUS

In providing services under this contract, Okanogan County is an independent contractor and neither it nor its officers, agents or 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 contract 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.

Section 20. FINANCING

There shall be no financing of any joint or cooperative undertaking pursuant to this Interlocal Agreement. There shall be no budget maintained for any joint or cooperative undertaking pursuant to this Agreement.

Section 21. PROPERTY

This Interlocal Agreement does not provide for the acquisition, holding or disposal of real or personal property.

Section 22. JOINT ADMINISTRATIVE BOARD

No separate legal or administrative entity is created by this Agreement. To the extent necessary, this Interlocal Agreement shall be administered by the City Manager for the City of Kirkland or his/her designee, and the Chairman of the Okanogan County Board of Commissioners, or his/her designee.

IN WITNESS WHEREOF, the above and foregoing Agreement as been executed in duplicate by the parties hereto and made effective on the day and year first above written:

DATED at Okanogan, Washington this ____ day of _____ 2006.

CITY OF KIRKLAND

BOARD OF COUNTY COMMISSIONERS
OKANOGAN, WASHINGTON

By: _____
David Ramsay, City Manager

Mary Lou Peterson, Member

ATTEST/AUTHENTICATED:

Andrew Lampe, Member

By: _____
Kathi Anderson, City Clerk

Don Hover, Chairman

APPROVED AS TO FORM:

ATTEST:

Robin S. Jenkinson, City Attorney

Brenda J. Crowell, Clerk of the Board

OKANOGAN COUNTY SHERIFF

APPROVED AS TO FORM:

By: _____
Frank Rogers, Sheriff

Heidi Appel, Civil Deputy

RESOLUTION R-4597

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF KIRKLAND AND CITY OF MARYSVILLE FOR JAIL SERVICES.

WHEREAS, the City of Kirkland wishes to secure the use of additional jail bed capacity; and

WHEREAS, the City of Marysville is willing to accept City of Kirkland inmates for a rate of compensation mutually agreed upon by the parties; and

WHEREAS, Chapter 39.34 RCW authorizes the parties to enter into an interlocal cooperation agreement to perform any governmental service, activity or undertaking which each contracting party is authorized by law to perform;

NOW, THEREFORE, be it resolved by the City Council of the City of Kirkland as follows:

Section 1. The City Manager is hereby authorized and directed to execute on behalf of the City of Kirkland an interlocal agreement substantially similar to that attached as Exhibit "A", which is entitled "Interlocal Agreement for Jail Services."

Passed by majority vote of the Kirkland City Council in open meeting this ____ day of _____, 2006.

Signed in authentication thereof this ____ day of _____, 2006.

MAYOR

Attest:

City Clerk

AFTER RECORDING RETURN TO:

City of Marysville
4822 Grove Street
Marysville, WA 98270

**INTERLOCAL AGREEMENT
FOR JAIL SERVICES**

THIS INTERLOCAL AGREEMENT FOR JAIL SERVICES (hereinafter "Agreement") is made and entered into by and between the CITY OF MARYSVILLE (hereinafter "Marysville"), and the CITY OF KIRKLAND (hereinafter "Kirkland").

WHEREAS, Chapters 39.34 and 70.48 RCW authorize cities to enter into contracts for jail services that specify the responsibilities of each party; and

WHEREAS, Marysville has a jail facility, and Kirkland desires to enter into this agreement to utilize Marysville's jail facility and the terms and conditions of this agreement;

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

1. **DEFINITIONS.** Unless the context clearly shows another usage is intended, the following terms shall have the following meanings in this agreement:

a. **Marysville Jail** means a place owned and operated by Marysville primarily designed, staffed and used for the housing of adults

charged with a criminal offense; for the punishment and correction of offenders after conviction of a criminal offense; or for confinement and/or holding during a criminal investigation, or a civil detention to enforce a court order. As of the date of the execution of this agreement, this jail is located at 1635 Grove, Marysville, Washington.

b. **Kirkland prisoner** means a person arrested by Kirkland Police and held and confined in the Marysville Jail (either pre- or post-trial) pursuant to a violation of a Kirkland ordinance or a violation of state law which designates the crime for which the person is held to be a misdemeanor or gross misdemeanor. The term **Kirkland prisoner** shall not include a person arrested for a felony offense by Kirkland Police, a person arrested on a warrant issued by another jurisdiction or for charges initiated by a non-Kirkland Police officer, or a person charged by the County Prosecutor with a felony or an attempt to commit a felony, even if there is a plea to or a conviction of a lesser offense. A Kirkland prisoner shall not include juveniles.

2. **JAIL AND HEALTH SERVICES.**

a. For prisoners accepted under this Agreement, Marysville shall accept Kirkland prisoners and furnish jail facilities, booking, custodial services, and personnel for the confinement of Kirkland prisoners equal to those Marysville provides for the confinement of its own prisoners. Medical costs for emergency or necessary health care for Kirkland prisoners shall be the responsibility of Kirkland. In the event an inmate is transported to the hospital, the hospital shall be directed to bill Kirkland directly. With respect to inmate prescriptions, Kirkland agrees to utilize the same pharmacies as Marysville, and Kirkland shall be billed directly for its inmates' prescriptions. Kirkland retains the option to contract with medical providers to provide medical service to Kirkland prisoners. Marysville shall notify Kirkland prior to outside medical care being provided for a Kirkland prisoner; provided, however, that when emergency medical care is required in life-threatening circumstances, the notification may occur as soon as practicable, which may be after emergency medical care has been provided.

b. While Marysville will have the primary responsibility for transporting prisoners to the Snohomish County Jail and to medical care providers during this agreement, Marysville may request Kirkland to provide the transport of prisoners when Marysville Jail and police staff are unavailable. The rate and payment amount set forth in **Schedule A** shall include the cost of transport of Kirkland prisoners.

3. ACCEPTANCE OF PRISONERS.

a. Kirkland understands that Marysville will accept prisoners on a nonexclusive basis under this Agreement. The acceptance of prisoners is subject to space being available. Marysville reserves the right to reserve space in the jail for its anticipated prisoner needs and may require the removal of Kirkland prisoners to accommodate Marysville prisoners. If Kirkland prisoners are to be displaced and must be removed from the jail, Marysville agrees to provide Kirkland with notice in writing that the Kirkland prisoner must be removed.

b. Prisoners may not be incarcerated in the Marysville Jail longer than thirty (30) days or contrary to any federal or state statutes or regulations or constitutional requirements for the Marysville Jail. Should an inmate serve his/her 30-day sentence in the Marysville Jail and still have additional days of jail time, Kirkland will have the option of transporting their inmates to another facility or have Marysville transport with reimbursement by Kirkland of Marysville's actual costs. Should transportation be required for Kirkland inmates to appear in other than the Marysville Municipal Courts, transportation will be the responsibility of Kirkland.

c. Kirkland agrees that if any Kirkland prisoner is deemed out of control or dangerous by the personnel at the Marysville Jail, on eight (8) hours' notice from Marysville to Kirkland, Kirkland shall make arrangements to remove and transport to another facility. Marysville may also refuse to book any persons who are suspected to be an extreme danger to themselves or to other inmates. In cases where a Kirkland prisoner has obvious medical needs, Kirkland shall transport such prisoner to a medical facility for treatment prior to being booked into Marysville's Jail. In all cases, Kirkland officers will remain at the Marysville Jail until the prisoner is accepted by the Marysville custody staff.

4. **RATE AND PAYMENT.** Kirkland shall pay Marysville at a rate per prisoner on a 24-hour basis (or portion of 24 hours) set out in **Schedule A** attached hereto. Said rates shall be adjusted from time to time by mutual agreement in advance of the renewal of any term of this agreement as provided in Section 6. Kirkland shall be responsible for all costs for the transport of its prisoners.

a. Payment shall be made promptly by Kirkland to Marysville within thirty (30) days after a monthly statement is submitted by Marysville to Kirkland.

b. Each party may examine the other's books and records to verify charges. If an examination reveals an improper charge, an adjustment shall be applied to the next month's statement, or if the agreement has terminated, by an appropriate payment from one to the other. The parties agree to meet at least once each year to examine and verify charges for the previous year. The parties shall enter into a written agreement verifying and reconciling charges for the previous year and closing the books on an annual basis.

c. Should the prisoner be sentenced to pay a portion of the daily rate, that amount once paid will be deducted from the full daily rate.

5. **DURATION.** The initial term of this agreement shall commence October 1, 2006, upon execution by both parties and shall expire on December 31, 2009. Kirkland shall have an option to renew this agreement for a three-year term commencing on January 1, 2010, and ending on December 31, 2013, and a second renewal for a four-year term, commencing on January 1, 2014 and ending on December 31, 2018. Said renewals shall be subject only to mutual agreement of the parties with the rate and payment set forth in **Schedule A**.

6. **RECORD KEEPING (BOOKING).** Marysville agrees to maintain a system of record keeping relative to the booking and confinement of each Kirkland prisoner in such style and manner as equivalent to Marysville's records pertaining to its own prisoners. Such records shall include, but not be limited to, the following information: defendant's name, charge, booking date, release date, and manner of release (i.e., personal recognizance, bond, cash bail). Along with monthly billing statements, Marysville shall submit to Kirkland or its authorized representatives copies of said records.

7. **BOOKING PROCEDURE.** Prisoners will be booked by Marysville according to procedures and policies of Marysville by completing for each such prisoner an appropriate booking sheet with a copy to be provided to Kirkland, if requested. Personal property will be held by Marysville in the same manner as for its own prisoners.

8. **RELEASE OF KIRKLAND PRISONERS FROM MARYSVILLE JAIL.** No Kirkland prisoner confined in the Marysville jail subject to this Agreement shall be released except:

a. When requested by a member of Kirkland Police Department;

- b. In compliance with orders of the court in those matters in which the courts have jurisdiction;
- c. For appearance in court;
- d. For interviews by Kirkland Police or attorneys;
- e. If the prisoner has served his or her sentence or the charge pending against the prisoner has been dismissed; or
- f. As determined by the Marysville Chief of Police or his designee as part of a plan to reduce prisoner population as a result of facility overcrowding; PROVIDED, however, Marysville and Kirkland prisoners shall be released or relocated to a mutually agreed upon facility on a "first in first out" basis.
- g. Where in the discretion of the custody/patrol supervisor or jail administrator such release is warranted, Marysville shall notify Kirkland Police of such event as soon as possible.

9. **ALTERNATIVE/PARTIAL CONFINEMENT.** Kirkland prisoners shall be considered for Marysville's alternative and partial confinement programs on an equal basis with Marysville prisoners and subject to the same rules and regulations, as well as potential sanctions, for program rule violations. Kirkland shall have access to all alternative sentencing options which are available now and which may become available in the future. Prisoner participation in such programs may be limited to an operational capacity as identified by Marysville. Alternative and partial confinement programs shall include, but not be limited to, work release and work crew. It is understood by the parties that the term "alternative confinement program" shall include electronic home monitoring.

10. **ACCESS TO KIRKLAND PRISONERS.** All Kirkland Police officers, investigators, interpreters, mental health professionals, the prosecuting attorney and the prisoner's counselor or assigned counsel shall have the right to interview the prisoner inside the confines of the Marysville Jail, subject only to necessary security rules. Interview rooms will be made available to Kirkland Police and others in equal priority with those made available for Marysville prisoners.

11. **OPERATION OF JAIL.** Marysville agrees to operate the jail to current professional standards and practices in accordance with all state and federal standards, whether set by constitution, statute or regulation. Kirkland shall receive equal treatment to that supplied to Marysville's own prisoners.

12. INDEMNIFICATION.

a. Except as otherwise provided in 12(c), Kirkland agrees to defend, indemnify and hold harmless Marysville and its officers, agents and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever by reason of or arising out of any act or omission of Kirkland, its officers, agents and employees, or any of them in arresting, detaining, charging or transporting prisoners. In the event that any suit based upon such a claim, action, loss or damage is brought against Marysville, Kirkland shall defend the same at its sole cost and expense; provided, that Marysville retains the right to participate in said suit if any principle of governmental or public law is involved; and if a final judgment is rendered against Marysville, its officers, agents, employees or any of them or jointly against Marysville and Kirkland and their respective officers, agents and employees or any of them, Kirkland shall satisfy and discharge the same.

b. Except as otherwise provided in 12(c), Marysville shall defend, indemnify and hold harmless Kirkland and its officers, agents and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever by reason of or arising out of any act or omission of Marysville, its officers, agents and employees, or any of them in confining or releasing persons who have been presented to and accepted by the Marysville Jail by Kirkland, its officers, agents and employees while said persons are in the Jail or in the custody of Marysville outside the Jail, except to the extent said claim, action, loss or damage is the result of the negligence of Kirkland. In the event that any suit based upon such a claim, action, loss or damage is brought against Kirkland, Marysville shall defend the same at its sole cost and expense, provided that Kirkland retains the right to participate in said suit if any principle of governmental or public law is involved, and if a final judgment is rendered against Kirkland, its officers, agents and employees or any of them, or jointly against Kirkland and Marysville and their respective officers, agents and employees or any of them, Marysville shall satisfy and discharge the same.

c. In the event of the concurrent negligence of the parties, each party shall be responsible for payment of any claim or judgment in proportion to the percentage fault attributed to that party.

d. The indemnities provided for in this paragraph 12 shall apply to all legal costs and attorneys' fees incurred by the party indemnified. In any

action to enforce the indemnities provided for in this paragraph, the prevailing party shall be entitled to recovery of costs and attorneys' fees for the enforcement of these indemnities.

13. **INSURANCE.** At the date of entering into this agreement, the City of Marysville and the City of Kirkland are members of the Washington Cities Insurance Authority (WCIA). So long as each city maintains membership in the insurance pool and agrees to abide by the compact and all other applicable rules, regulations and requirements that are necessary to keep each city as a member in good standing neither City shall be required to acquire other or additional insurance. In the event either party to this agreement ceases to be a member of the insurance pool, the parties shall renegotiate the insurance provisions of this agreement with the intent being the provision of insurance which adequately covers the nature of the risks associated with each party's responsibilities under this agreement.

14. **TERMINATION OF AGREEMENT.** Kirkland shall provide written notice of its intent to terminate this agreement without cause not less than 180 days prior to expiration of this agreement. Marysville shall provide written notice of its intent to terminate this agreement not less than one hundred eighty (180) days prior to expiration of this agreement (or any renewal thereof). In the event of termination of this agreement (or any extension thereof), the parties will work cooperatively to ensure the orderly transition of defendants from Marysville jail to the new facility.

15. **DISPUTE RESOLUTION.**

a. The Police Chiefs for each city and appropriate staff shall meet quarterly to discuss any pending issues and to resolve disputes, if any.

b. It is the parties' intent to resolve any disputes relating to the interpretation or application of this agreement informally through discussions at the staff level as described in paragraph 15(a) above. In the event disputes cannot be resolved informally, resolution shall be sought by the City Administrator and City Manager. If the City Administrator and City Manager reach no resolution within thirty (30) days, the parties agree to submit the dispute to nonbinding mediation/dispute resolution.

16. **WAIVER.** No waiver of any right under this Agreement shall be effective unless made in writing by the authorized representative of the party to be bound thereby. Failure to insist upon full performance on any one or several occasions does not constitute consent to or waiver of any later nonperformance.

17. **ASSIGNMENT.** Neither this Agreement nor any interest herein or claim hereunder shall be assigned or transferred, in whole or in part, by either Marysville or Kirkland to any other person or entity without the prior written consent of the other party. In the event that such prior written consent to an assignment is granted, the assignee shall assume all duties, obligations and liabilities of its assignor stated in this Agreement.

18. **INDEPENDENT CONTRACTOR.** Each party to this agreement is an independent contractor with respect to the subject matter herein. Nothing in this agreement shall make any employee of Marysville an employee of Kirkland, and vice versa, for any purpose, including, but not limited to, for withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges according to either city's employee by virtue of their employment. At all times pertinent hereto, employees of Marysville are acting as Marysville employees and employees of Kirkland are acting as Kirkland employees.

19. **PARTIAL INVALIDITY.** Whenever possible, each provision of this agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provisions of this agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provisions hereof, and such other provisions shall remain in full force and effect.

20. **ASSIGNABILITY.** The rights, duties and obligations of either party to this agreement may not be assigned to any third party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

21. **NO THIRD-PARTY RIGHTS.** Except as expressly provided herein, nothing in this agreement shall be construed to permit anyone other than the parties hereto and their successors and assigns to rely upon the covenants and agreements herein contained nor to give any such third party a cause of action (as a third-party beneficiary or otherwise) on account of any nonperformance hereunder.

22. **ENTIRE AGREEMENT.** This agreement constitutes the entire agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or bind any of the parties hereto. Either party may request changes in the agreement. Proposed changes that are mutually agreed upon shall be incorporated by written amendment hereto.

23. **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.

24. **INTEGRATION.** This written Agreement constitutes the complete and final agreement between Marysville and Kirkland. There are no other oral or written agreements between the parties as to the subjects covered by 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.

25. **NOTICES AND ADMINISTRATOR.** Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties at their addresses as follows:

TO CITY OF KIRKLAND:

City Manager
City of Kirkland
City Hall
123 5th Avenue
Kirkland, WA 98294

TO CITY OF MARYSVILLE:

City Administrator
1049 State Avenue
Marysville, WA 98270

The Marysville Chief of Police shall serve as Marysville's administrator or responsible official for this Agreement. The Chief of Police for Kirkland shall serve as Kirkland's administrator or responsible official for this Agreement.

26. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington as they now read or are hereafter amended.

27. **APPROVAL AND FILING.** Each party shall approve this Agreement by resolution, ordinance or otherwise pursuant to the laws of the governing body of said party. The attested signature of the officials identified below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed with the Snohomish County Auditor's office pursuant to RCW 39.34.040.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this _____ day of _____, 2006.

CITY OF KIRKLAND

CITY OF MARYSVILLE

By _____
David Ramsay, City Manager

By _____
Dennis L. Kendall, Mayor

DATE: _____

DATE: _____

APPROVED as to form:

APPROVED as to form:

Robin S. Jenkinson, City Attorney

Grant K. Weed, City Attorney

DATE: _____

DATE: _____

SCHEDULE A

Booking fee \$32.00

* Should Marysville decide to collect booking fees pursuant to RCW 70.48.390 from the funds possessed by the prisoner or defendant directly at the time of booking, the booking fee to be paid by the City of Kirkland for such prisoner or defendant shall be adjusted by a credit in favor of the City Kirkland of that sum actually paid by the prisoner or defendant.

Inmate transfer administrative fee \$10.00

* In cases where Kirkland prisoners are relocated to another jail facility other than the Snohomish County jail, Kirkland agrees to reimburse Marysville for the actual rates and fees charged by such other jail facility.

Daily maintenance fee \$50.00

*Kirkland agrees to contract for two (2) beds per day, 365 or 366 days per year, 60 bed days per month. Kirkland will only be billed for additional bed days after they have used 60 bed days per month at a rate of \$50.00 per day per bed.

RESOLUTION R-4598

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF KIRKLAND AND CHELAN COUNTY FOR THE HOUSING OF INMATES IN THE CHELAN COUNTY REGIONAL JUSTICE CENTER.

WHEREAS, the City of Kirkland wishes to secure the use of additional jail bed capacity; and

WHEREAS, Chelan County is willing to accept City of Kirkland inmates for a rate of compensation mutually agreed upon by the parties; and

WHEREAS, Chapter 39.34 RCW authorizes the parties to enter into an interlocal cooperation agreement to perform any governmental service, activity or undertaking which each contracting party is authorized by law to perform;

NOW, THEREFORE, be it resolved by the City Council of the City of Kirkland as follows:

Section 1. The City Manager is hereby authorized and directed to execute on behalf of the City of Kirkland an interlocal agreement substantially similar to that attached as Exhibit "A", which is entitled "Interlocal Agreement Between Chelan County, Washington and the City of Kirkland, Washington, for the Housing of Inmates in the Chelan County Regional Justice Center."

Passed by majority vote of the Kirkland City Council in open meeting this ____ day of _____, 2006.

Signed in authentication thereof this ____ day of _____, 2006.

MAYOR

Attest:

City Clerk

**INTERLOCAL AGREEMENT BETWEEN CHELAN COUNTY, WASHINGTON
AND THE CITY OF KIRKLAND, WASHINGTON, FOR THE HOUSING OF INMATES IN
THE CHELAN COUNTY REGIONAL JUSTICE CENTER**

THIS INTERLOCAL AGREEMENT is made and entered into on this ___ day of _____, 2006 by and between the City of Kirkland, Washington, a Washington municipal corporation, hereinafter referred to as “City”, and Chelan County, Washington, hereinafter referred to as “Chelan County”, each party having been duly organized and now existing under the laws of the State of Washington.

WITNESSETH:

WHEREAS, The Chelan County Department of Corrections and the City Manager are authorized by law to have charge and custody of the County Jail and the City prisoners or inmates, respectively; and

WHEREAS, the City wishes to designate the Chelan County Regional Justice Center as a place of confinement for the incarceration of one or more inmates lawfully committed to its custody; and

WHEREAS, Chelan County Department of Corrections is desirous of accepting and keeping in his custody such inmate(s) in the Chelan County Regional Justice Center for a rate of compensation mutually agreed upon by the parties hereto; and

WHEREAS, RCW 39.34.080 and other Washington law, as amended, authorizes any county to contract with any other county *or city* to perform any governmental service, activity or undertaking which each contracting county is authorized by law to perform; and

WHEREAS, the governing bodies of each of the parties hereto have determined to enter into this Agreement as authorized and provided for by RCW 39.34.080 and other Washington law, as amended,

NOW, THEREFORE, in consideration of the above and foregoing recitals, the payments to be made, the mutual promises and covenants herein contained, and for other good and valuable consideration, the parties hereto agree as follows:

1. GOVERNING LAW

The parties hereto agree that, except where expressly otherwise provided, the laws and administrative rules and regulations of the State of Washington shall govern in any matter relating to an inmate(s) confined pursuant to this Agreement.

2. DURATION

This Agreement shall enter into full force and effect from October 1, 2006 and end September 31, 2007, subject to earlier termination as provided by Section 3 herein. This agreement shall be renewed automatically for like successive periods under such terms and conditions as the parties may determine. Nothing in this Agreement shall be construed to require the City to house inmates in Chelan County continuously.

3. TERMINATION

(a) By either party. This Agreement may be terminated by written notice from either party to the other party delivered by regular mail to the contact person identified herein, provided that termination shall become effective sixty (60) working days after receipt of such notice. Within said sixty (60) days, the City agrees to remove its inmate(s) from the Chelan County Regional Justice Center.

(b) By City due to lack of funding. The obligation of the City to pay Chelan County under the provision of this Agreement beyond the current fiscal year is expressly made contingent upon the appropriation, budgeting availability of sufficient funds by the City. In the event that such funds are not budgeted, appropriated or otherwise made available for the purpose of payment under this Agreement at any time after the current fiscal year, then the City shall have the option of terminating the Agreement upon written notice to Chelan County, except that all services provided to that point shall be compensated at the agreed rate. The termination of this Agreement for this reason will not cause any penalty to be charged to the City.

(c) Termination for Breach. In the event the City breaches or fails to perform or observe any of the terms or conditions herein, and fails to cure such breach or default within seven (7) days of County's giving City written notice thereof, or, if not reasonably capable of being cured within such seven (7) days, within such other period of time as may be reasonable in the circumstances, County may terminate City's rights under this Agreement in addition to and not in limitation of any other remedy of County at law or in equity, and the failure of County to exercise such right at any time shall not waive County's right to terminate for any future breach or default.

(d) In the event of termination of this agreement for any reason, the City shall compensate Chelan County for prisoners housed by Chelan County after notice of such termination until the City retakes its inmates in the same manner and at the same rates as if this agreement had not been terminated.

4. MAILING ADDRESSES

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

Chelan County: Chelan County Regional Justice Center
401 Washington Street Level 2
Wenatchee, WA 98801

Primary Contact Person: Gale Wick, Director
Secondary Contact: Mark McCormick, Assistant Director

City of Kirkland: City Hall
123 Fifth Avenue
Kirkland, WA 98033-6189

Primary Contact Person: Bob Balkema, Sergeant
Corrections

Notices mailed shall be deemed given on the date mailed. The Parties shall notify each other in writing of any change of address.

5. DEFINITIONS

The Parties hereby agree that the following terms shall have the specified meanings unless indicated otherwise herein:

(a) Day. A twenty-four hour-long unit of time commencing at 00:00:01 a.m., and ending 23:59:59 p.m.

(b) Inmate Classifications shall be pursuant to the Chelan County Objective Jail Inmate Classification System which is modeled after the National Institute of Corrections Jail Classification System:

(i) "Minimum" classification shall apply to those inmates who present a low risk to staff and the community.

(ii) "Medium" classification shall apply to those inmates who present a moderate risk to staff and the community.

(iii) "Maximum" classification shall apply to those inmates who present a substantial risk to staff and the community.

6. COMPENSATION

(a) Rates. Chelan County agrees to accept and house City inmates for compensation per inmate at the rate of \$56.00 per day (also see #12 below). This includes minimum and medium classification inmates. The parties agree that Chelan County will not charge a separate booking fee in addition to such rate. The date of booking into the CCRJC of City inmates, no matter how little time of a twenty-four hour day it constitutes, shall count as one day and shall be billed to the City as a day of custody in Chelan County. The date of release from the CCRJC and return to the City, no matter how much of a twenty-four hour day it constitutes, shall not be billed by Chelan County against the City.

(b) Billing and payment. Chelan County agrees to provide the City with an itemized bill listing all names of inmates who are housed, the case/citation number, the number of days housed (including the date and time of booking and date and time of release), and the dollar amount due for each. Chelan County agrees to provide said bill by the 10th of each month. The City agrees to make payment to Chelan County within 30 days of receipt of such bill for the amount billed for the previous calendar month.

7. RIGHT OF INSPECTION

The City shall have the right to inspect, at all reasonable times, all Chelan County facilities in which inmates of the City are confined in order to determine if such jail maintains standards of confinement acceptable to the City and that such inmates therein are treated equally regardless of race, religion, color, creed or national origin; provided, however, that Chelan County shall be obligated to manage, maintain and operate its facilities consistent with all applicable federal, state and local laws and regulations.

8. FURLOUGHS, PASSES, AND WORK RELEASE

Chelan County agrees that no early releases or alternatives to incarceration, including furloughs, passes, work crews, electronic home detention or work release shall be granted to any inmate housed pursuant to this Agreement without written authorization by the committing court.

9. INMATE ACCOUNTS

Chelan County shall establish and maintain an account for each inmate received from the City and shall credit to such account all money which is received and shall make disbursements, debiting such accounts in accurate amounts for the inmate's personal needs. Disbursements shall be made in limited amounts as are reasonably necessary for personal maintenance. The Chief of Corrections for Chelan County Regional Justice Center shall be accountable to the City for such inmate funds. At either the termination of this Agreement, the inmate's death, release from incarceration or return to either the City or indefinite release to the court, the inmate's money shall be transferred to the inmate's account in care of the City; at such time the City shall be accountable to the inmate for said fund.

10. INMATE PROPERTY

The City may transfer to Chelan County only limited amounts of personal property of City inmates recovered from or surrendered by inmates to the City upon booking. Personal property in excess of one simple "grocery bag" shall at no time be transferred to Chelan County.

11. RESPONSIBILITY FOR OFFENDER'S CUSTODY

It shall be the responsibility of Chelan County to confine the inmate or inmates; to provide treatment, including the furnishing of subsistence and all necessary medical and

hospital services and supplies; to provide for the inmates' physical needs; to make available to them programs and/or treatment consistent with the individual needs; to retain them in said custody; to supervise them; to maintain proper discipline and control; to make certain that they receive no special privileges and that the sentence and orders of the committing court in the State are faithfully executed; provided that nothing herein contained shall be construed to require Chelan County, or any of its agents, to provide service, treatment, facilities or programs for any inmates confined pursuant to this Agreement, which it does not provide for similar inmates not confined pursuant to this Agreement. Nothing herein shall be construed as to require Chelan County to provide services, treatment, facilities or programs to City inmates above, beyond or in addition to that which is required by applicable law

12. MEDICAL SERVICES

(a) Inmates deemed City inmates shall receive such medical, psychiatric and dental treatment when emergent and necessary to safeguard their health while housed in the CCRJC. Chelan County shall provide or arrange for the providing of such medical, psychiatric and dental services. Except for routine minor medical services provided in the CCRJC, the City shall pay directly or reimburse Chelan County for any and all costs associated with the delivery of any emergency and/or major medical service provided to City inmates. The City shall be responsible for any and all medical, dental and psychiatric treatment provided outside of the CCRJC and shall be billed therefore. Examples of medical services which may be provided in the CCRJC but which are not routine, and for which the City shall be billed, include, but are not necessarily limited to, HIV/AIDS treatment, chemotherapy, dialysis treatment, and hemophiliac treatment. No dental or psychiatric treatment can be provided in the CCRCJ; all dental and psychiatric treatment of City inmates shall be billed to the City.

(b) An adequate record of all such services shall be kept by Chelan County for the City's review at its request, to the extent consistent with confidentiality regulations. Any medical or dental services of major consequence shall be reported to the City as soon as time permits.

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

13. DISCIPLINE

Chelan County shall have physical control over and power to execute disciplinary authority over all inmates of the City. However, nothing contained herein shall be construed to authorize or permit the imposition of a type of discipline prohibited by applicable law.

14. RECORDS AND REPORTS

(a) The City shall forward to Chelan County before or at the time of delivery of each inmate; a copy of all inmate records pertaining to the inmate's present incarceration. If

additional information is requested regarding a particular inmate, the parties shall mutually cooperate to provide any additional information in a timely manner.

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

15. REMOVAL FROM THE JAIL

An inmate of the City legally confined in Chelan County shall not be removed therefrom by any person without written authorization from the City or by order of any court having jurisdiction. The City hereby designates Sgt. Bob Balkema as the official authorized to direct Chelan County to remove City inmates from the CCRJC. Chelan County agrees that no early releases or alternatives to incarceration, including furloughs, passes, work release, work crews or electronic home detention shall be granted to any inmate without written authorization from the committing court. This paragraph shall not apply to an emergency necessitating the immediate removal of the inmate for medical, dental, psychiatric treatment or other catastrophic condition presenting an eminent danger to the safety of the inmate or to the inmates or personnel of Chelan County. In the event of any such emergency removal, Chelan County shall inform the City of the whereabouts of the inmate or inmates so removed, at the earliest practicable time, and shall exercise all reasonable care for the safe keeping and custody of such inmate or inmates.

16. ESCAPES

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

17. DEATH OF AN INMATE

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

(b) Chelan County shall immediately notify the City of the death of a City inmate furnish information as requested and follow the instructions of the City with regard to the disposition of the body. The City hereby designates Sgt. Bob Balkema the official authorized to request information from and provide instructions to Chelan County regarding deceased inmates. The body shall not be released except on written order of said appropriate official(s) of the City. Written notice shall be provided within three weekdays of receipt by the City of notice of such death. All expenses relative to any necessary preparation of the body and shipment charges shall be paid by the City. With the City's

consent, Chelan County may arrange for burial and all matters related or incidental thereto, and all such expenses shall be paid by the City. The provisions of this paragraph shall govern only the relations between or among the parties hereto and shall not affect the liability of any relative or other person for the disposition of the deceased or for any expenses connected therewith.

(c) The City shall receive a certified copy of the death certificate for any of its inmates who have died while in Chelan County custody.

18. RETAKE OF INMATES

Upon request from Chelan County, the City shall, at its expense, retake any City inmate within thirty-six (36) hours after receipt of such request. In the event the confinement of any City inmate is terminated for any reason, the City shall, at its expense, retake such inmate at the Chelan County Regional Justice Center Facility.

19. HOLD HARMLESS AND INDEMNIFICATION

Chelan County agrees to hold harmless, indemnify and defend the City, its officers, agents and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, or damage to property, arising out of any wilfull misconduct or negligent act, error, or omission of the County, its officers, agents, or employees, in connection with the services required by this agreement, provided, however, that:

(a) The County's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole wilfull misconduct or negligence of the City, its agents, officers, employees or subconsultants; and

(b) The County's obligations to indemnify, defend and hold harmless for injuries, sickness, death or damage caused by or resulting from the concurrent negligence or wilfull misconduct of the County and the City or of the County and a third party other than an officer, agent or employee of the County, shall apply only to the extent of the negligence or wilfull misconduct of the County.

20. RIGHT OF REFUSAL AND TRANSPORTATION

(a) Chelan County shall have the right to refuse to accept any inmate from the City when, in the opinion of Chelan County, its inmate census is at capacity or so near capacity that there is a substantial risk that, through usual operation of the jail, the reasonable operational capacity limits of the jail might be reached or exceeded.

(b) Chelan County shall further have the right to refuse to accept any inmate from the City who, in the judgment of Chelan County, has a current illness or injury which may adversely affect the operations of the Chelan County Regional Justice Center, has a history of serious medical problems, presents a substantial risk of escape, or presents a substantial risk of injury to other persons or property, or is classified as a maximum security inmate pursuant to Chelan County's Objective Jail Classification System.

(c) The City prisoners incarcerated in Chelan County pursuant to this Agreement shall be transported to Chelan County by and at the expense of Chelan County and shall be returned, if necessary, to the City by Chelan County personnel and at the County's expense provided that notice of the necessity of transport is received by Chelan County three (3) days prior to time of expected transport. The City hereby designates Sgt. Bob Balkema as the official authorized to notify Chelan County of the dates for transport and the specific inmates to be transported.

21. INDEPENDENT CONTRACTOR

In providing services under this contract, Chelan County is an independent contractor and neither it nor its officers, agents or 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.

22. GENERAL PROVISIONS

(a) Severability. In the event any provisions of this Agreement shall be determined to be unenforceable or otherwise invalid for any reason, such provisions shall be enforced and valid to the extent permitted by law. All provisions of this Agreement are severable and the unenforceability or invalidity of a single provision herein shall not effect the remaining provisions.

(b) Governing Law and Venue. This Agreement shall be governed by the laws of the State of Washington and venue for any lawsuit shall be in the Chelan County Superior Court.

(c) Attorney's Fees. In the event it is necessary for either party to utilize the services of an attorney to enforce any of the terms or this Agreement, such enforcing party shall be entitled to compensation for its reasonable attorney's fees and costs. In the event of litigation regarding any terms of this Agreement, the substantially prevailing party shall be entitled, in addition to other relief, to such reasonable attorney's fees and costs as determined by the Court.

(d) Waiver of Breach. The waiver by either party of the breach of any provision of this Agreement by the other party must be in writing and shall not operate nor be construed as a waiver of any subsequent breach by such other party.

(e) Savings Clause. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provisions of this Agreement and any statute, law, public regulation or ordinance, the latter shall prevail, but in such event, the provisions of this Agreement affected shall be curtailed and limited only the extent necessary to bring it within legal requirements.

(f) Filing. This Agreement shall be filed with the Chelan County Auditor's Office pursuant to RCW 39.34.040.

23. INTERPRETATION

This Agreement has been submitted to the scrutiny of all parties and their counsel, if desired, and it shall be given a fair and reasonable interpretation in accordance with its words, without consideration or weight given to its being drafted by any party or its counsel. All words used in the singular shall include the plural; the present tense shall include the future tense; and the masculine gender shall include the feminine and neuter gender.

24. ACCESS TO RECORDS CLAUSE

The parties hereby agree that authorized representatives of the parties shall access to any books, documents, paper and record of the other party which are pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions. All such records and all other records pertinent to this Agreement and work undertaken pursuant to this Agreement shall be retained by the parties for a period of three years after the final expiration date of this Agreement or any amendments hereto, unless a longer period is required to resolve audit, findings or litigation. In such cases, the parties may expressly agree by an amendment or separate agreement for such longer period for record retention.

25. ENTIRE AGREEMENT

This Agreement represents the entire integrated Agreement between the City and the County and supercedes all prior negotiations, representations or agreements, either written or oral.

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed in duplicate by the parties hereto and made effective on the day and year first above written:

CITY OF KIRKLAND

BOARD OF CHELAN COUNTY
COMMISSIONERS

By: _____
DAVID RAMSAY, City Manager

BUELL HAWKINS, Chair

KEITH GOEHNER, Commissioner

Attest:

RONALD WALTER, Commissioner

KATHI ANDERSON
City Clerk

Approved as to Form:

ROBIN S. JENKINSON
Kirkland City Attorney

Approved as to form:

GARY A. RIESEN, Chelan County Prosecutor

Attest:
JANET K. MERZ
Clerk of the Board

DATED: _____

GALE WICK, Director, Chelan
County Department of Corrections

RESOLUTION R-4599

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF KIRKLAND AND CITY OF RENTON FOR THE HOUSING OF INMATES IN THE RENTON CITY JAIL.

WHEREAS, the City of Kirkland wishes to secure the use of additional jail bed capacity; and

WHEREAS, the City of Renton is willing to accept City of Kirkland inmates for a rate of compensation mutually agreed upon by the parties; and

WHEREAS, Chapter 39.34 RCW authorizes the parties to enter into an interlocal cooperation agreement to perform any governmental service, activity or undertaking which each contracting party is authorized by law to perform;

NOW, THEREFORE, be it resolved by the City Council of the City of Kirkland as follows:

Section 1. The City Manager is hereby authorized and directed to execute on behalf of the City of Kirkland an Interlocal Agreement substantially similar to that attached as Exhibit "A", which is entitled "Interlocal Agreement Between the City of Renton, Washington and the City of Kirkland, Washington, for the Housing of Inmates in the Renton City Jail."

Passed by majority vote of the Kirkland City Council in open meeting this ____ day of _____, 2006.

Signed in authentication thereof this ____ day of _____, 2006.

MAYOR

Attest:

City Clerk

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF RENTON,
WASHINGTON AND THE CITY OF KIRKLAND, WASHINGTON, FOR
THE HOUSING OF INMATES IN THE RENTON CITY JAIL**

This agreement, between the City of Renton, a municipal corporation of the State of Washington (hereinafter "Renton") and the City of Kirkland, a municipal corporation of the State of Washington (hereinafter "City").

WITNESSETH:

WHEREAS, Pursuant to RCW 70.48.190, Renton is authorized by law to have charge and custody of the Renton Jail inmates; and

WHEREAS, RCW 70.48.090, authorizes cities and counties to enter into interlocal agreements for the provision of jail services; and

WHEREAS, RCW 39.34.080 and other Washington law, authorizes any public agency to contract with any other county or city to perform any governmental service, activity or undertaking which each contracting county or city is authorized by law to perform; and

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

WHEREAS, the governing bodies of each of the parties hereto have determined to enter into this Agreement as authorized and provided for by RCW 39.34.080, RCW 70.48.090 and other Washington law, as may be amended,

NOW, THEREFORE, in consideration of the above and foregoing recitals, the payments to be made, the mutual promises and covenants herein contained, and for other good and valuable considerations, the parties hereto agree as follows:

1. GOVERNING LAW

The parties hereto agree that, except where expressly otherwise provided, the laws and administrative rules and regulations of the State of Washington shall govern in any matter relating to inmate confinement pursuant to this Agreement.

2. DURATION

This Agreement shall be effective the date of execution and continue through December 31, 2007. This contract shall automatically renew for one-year periods unless either Renton or the City, provide notice of termination as provided in Section 3 of this Agreement.

3. TERMINATION

(a) By either party. This Agreement may be terminated by written notice from either party to the other party delivered by regular mail to the contact person identified herein, provided that termination shall become effective sixty (60) calendar days after receipt of such notice. Notice will be presumed received 3 working days after the notice is posted in the mail. Within said sixty (60) days, The City agrees to remove its inmates(s) from the Renton Jail.

(b) In the event of termination of this Agreement for any reason, the City shall compensate Renton for inmates housed by the Renton Jail after notice of termination until the City retakes its inmates in the same manner and at the same rates as if this agreement had not been terminated.

4. MAILING ADDRESSES

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

City of Renton: Chief of Police
Renton Police Department
1055 South Grady Way
Renton, Washington 98055

Contact: Penny Bartley, Jail Manager

City of Kirkland City Manager
City Hall
123 5th Avenue
Kirkland, Washington 98033

Contact: Sgt. Bob Balkema, Corrections

5. COMPENSATION

(a) Rates. Renton agrees to accept and house City inmates at the rate of \$70.00 per day in 2006. The parties agree that Renton shall not charge a separate booking fee in addition to such rate.

(b) Minimum Daily Rate. The City agrees that the daily rate will be consistent with the daily rate charged by Yakima County plus any additional charges that Renton may assess based upon total correctional and insurance costs.

(c) Billing and Payment. Renton agrees to provide the City with an itemized bill listing all names of inmates who are housed, the number of days housed (including date of booking and date of releases), and the dollar amount due for each. Renton agrees to provide said bill by the 30th of each following month. The City agrees to make payment to Renton within 30 days of receipt of such bill for the amount billed for the previous calendar month.

6. SERVICES PROVIDED

(a) Renton agrees to provide jail services and alternative incarceration programs for gross misdemeanor/misdemeanor inmates for those offenses that have been committed by adults within the City.

(b) City inmates will automatically be screened for Home Detention unless expressly prohibited by the sentencing court.

(c) Inmates will be billed directly for Home Detention services and the City will not be obligated to pay Home Detention fees.

7. RESPONSIBILITY FOR OFFENDER'S CUSTODY

It shall be the responsibility of Renton to confine the inmate or inmates; to provide treatment, including the furnishing of subsistence and all necessary medical and hospital services and supplies; to provide for inmates' physical needs; to retain them in said custody; to supervise them; to maintain proper discipline and control; to make certain that they receive no special privileges and that the sentence and orders of the committing court in the State are faithfully executed; provided that nothing herein contained shall be construed to require Renton, or any of its agents, to provide treatment, facilities or programs for any inmates confined pursuant to this Agreement, which it does not provide for similar inmates not confined pursuant to this Agreement.

8. RIGHT TO REFUSAL

(a) Renton shall have the right to refuse to accept any inmate from the City when, in the opinion of Renton, its inmate population is at capacity or so near capacity that there is a substantial risk that, through usual operation of the jail, the reasonable operational capacity limits of the jail might be reached or exceeded.

(b) Renton shall further have the right to refuse to accept any inmate from the City who, in the judgment of Renton, has a current illness or injury which may adversely affect the operations of the Renton Jail, has history of serious medical problems, presents a substantial risk of escape, or presents a substantial risk of injury to other persons or property.

9. HOUSING DECISIONS

In order to manage its jail population, Renton reserves the right to decide where City's inmate(s) will be housed. In the event that City's inmate is transferred to any county jail facility, City's obligation to pay the daily rate to Renton will cease and the City's obligation to pay the daily rate to holding county will be governed by City's contract with that county.

10. RETAKEING OF INMATES

Upon request from Renton, the City shall, at its expense, retake any City's inmate within twelve (12) hours after receipt of such request. In the event the confinement of any City inmate is terminated for any reason, the City, shall, at its expense, retake such inmate from Renton.

11. COPY OF ARREST WARRANT OR CITATION AND BAIL SCHEDULE

City law enforcement officers placing City misdemeanants charged inmates in the Renton Jail shall, in every instance, first furnish an arrest warrant or citation to the Renton Jail upon booking of an inmate. City is also responsible for providing Renton Jail with a complete bail schedule no later than January 1 of each year.

12. TRANSPORTATION

(a) The City's inmates incarcerated in Renton pursuant to this Agreement shall be transported to Renton by and at the expense of the City and shall be returned, if necessary, to the City by City personnel and at the City's expense. Renton is not responsible for transportation of the City's inmates under this Agreement and shall be reimbursed by the City for any actual expense incurred in transport of an inmate if, in fact, transportation of an inmate by Renton becomes necessary.

(b) The daily rate for housing shall include an amount necessary to provide one Metro bus pass to inmates upon release to provide transportation to a location of their choice, within the county.

13. RECORDS AND REPORTS:

(a) The City shall forward to Renton before or at the time of delivery of each inmate a copy of all inmate records pertaining to the inmate's present incarceration at other correctional facilities. If additional information is requested regarding a particular inmate, the parties shall mutually cooperate to provide any additional information.

(b) Renton shall keep all necessary and pertinent records concerning such inmates incarcerated in Renton Jail. During an inmate's confinement in Renton, the City shall upon request, be entitled to receive and be furnished with copies of any report or record associated with said inmates(s) incarceration, as may be permitted by law.

14. MEDICAL TREATMENT

(a) Inmates from the City shall receive such medical, psychiatric and dental treatment as may be necessary to safeguard their health while housed in the Renton Jail. Renton shall provide or arrange for the provision of such medical, psychiatric and dental services. Except for routine minor medical services, which includes those health care services routinely delivered at normal cost by Renton staff, contracted physicians, or nursing staff and delivered within the facility, the City shall pay directly or reimburse Renton for all costs associated with the delivery of any additional medical services including prescriptions, diagnostic testing, emergency and/or major medical service provided to City inmates.

(b) An adequate record of all such services shall be kept by Renton in accordance with HIPAA regulations for the City's review at its request. Any medical or dental services of major consequence shall be reported to the City as soon as time permits.

(c) Should medical or dental services require hospitalization, the City agrees to compensate Renton dollar for dollar any amount expended or cost incurred in providing the same; provided that, except in emergencies, the City will be notified by contacting Sgt. Bob Balkema at 425.587.3465 prior to the inmate's transfer to a hospital and nothing herein shall preclude the City from retaking the ill or injured inmate. The City is responsible for providing security during any period of hospitalization.

15. DISCIPLINE

Renton shall have physical control over and power to exercise disciplinary authority over all inmates of the City. However, nothing contained herein shall be construed to authorize or permit the imposition of any type of discipline prohibited by the laws of the State of Washington.

16. REMOVAL FROM THE JAIL

An inmate from the City legally confined in Renton shall not be removed therefrom by any person except:

(a) When requested by the City Police Department.

(b) By order of the City court in those matters in which it has jurisdiction, or upon order of the King County District Court or the King County Superior Court in those matters in which said courts have jurisdiction.

(c) For appearance in the court in which a City inmate is charged.

(d) In compliance with a Writ of Habeas Corpus.

(e) For interviews by the City Attorney or member of the City Police Department.

(f) If the prisoner has served his sentence, or the charge pending against said inmate has been dismissed, or bail or other recognizance has been posted as required by the courts.

(g) For other scheduled court appearances, including those for which they are not being held.

17. ESCAPES:

In the event any City inmate shall escape from Renton's custody, Renton will use all reasonable means to recapture the inmate. The escape shall be reported immediately to the City. Renton shall have the primary responsibility for and authority to direct the pursuit and retaking of the inmate or inmates within its own jurisdiction. Any cost in connection therewith shall be chargeable to and borne by Renton, however, Renton shall not be required to expend unreasonable amounts to pursue escaped inmates beyond their jurisdiction.

18. DEATH OF AN INMATE:

(a) In the event of the death of a City inmate, Renton shall notify the King County Medial Examiner. The City shall receive copies of any records made at or in connection with such notification.

(b) Renton shall immediately notify the City of the death of a City inmate, furnish information as requested and follow the instructions of the City with regard to the disposition of the body. The body shall be released to the Medical Examiner. All expenses relative to any necessary preparation of the body and shipment charges shall be paid by the City. With the City's consent, Renton may arrange for burial and all matters related or incidental thereto, and all such expenses shall be paid by the City. The provisions of this paragraph shall govern only the relations between or among the parties hereto and shall not affect the responsibility or liability of any relative or other person for the disposition of the deceased or any expenses connected therewith.

(c) The City shall receive a certified copy of the death certificate for any of its inmates who have died while in Renton custody.

19. DISPUTE BETWEEN CITY AND RENTON

Should a dispute arise as to the levels of compensation between the City and Renton, such dispute shall be progressively resolved in the following manner:

- 1) Through negotiations between the City and Renton's respective contacts;
- 2) Through negotiations between the Mayors, or designee;
- 3) In the event that the City and Renton do not reach agreement within 90 days of commencing negotiations, the matter will be submitted to binding arbitration.

Renton and the City may mutually agree to extend the negotiation period. If the City and Renton cannot agree upon the selection of an impartial arbitrator within fourteen (14) days of a written request for arbitration by either of the parties, the arbitrator shall be selected as provided in the King County Local Rules for Mandatory Arbitration Rules by a judge of the Superior Court of King County. The arbitration shall be conducted pursuant to the King County Local Rules for Mandatory Arbitration Rules.

20. 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 obligation set forth in the Agreement;

(b) Each party shall obtain and maintain 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 for those events that occur during the term of the policy, despite when the claim is made.

21. HOLD HARMLESS AND INDEMNIFICATION

Renton will assume the liability for the custody and care of the City's inmates once they have been delivered to Renton and the City's officer has left the "sally port." Renton shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including reasonable attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of Renton and the City, its officers, officials, employees, and volunteers, Renton's liability hereunder shall be only to the extent of Renton's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes Renton's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

22. INDEPENDENT CONTRACTOR

In providing services under this contract, Renton is an independent contractor and neither it, nor its officers, officials, agents or 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 or career service or civil service rights, which may accrue to an employee of the City under any applicable law, rule or regulation.

23. PROPERTY DISTRIBUTION UPON DISSOLUTION

The terms of this Agreement do not contemplate the acquisition of any property. However, in the event any property is acquired for the performance of this contract, upon termination of this contract said property will be sold and the proceeds will remain with Renton.

24. SEVERABILITY

Should any provision of this Agreement be determined to be unenforceable by a court of law, such provision shall be severed from the remainder of the Agreement, and such action shall not affect the enforceability of the remaining provisions herein.

IN WITNESS WHEREOF, the above and forgoing Agreement has been executed in duplicate by the parties hereto and made effective on the day and year first above written:

Date: _____

Date: _____

David Ramsay
City Manager

Kathy Keolker-Wheeler
Mayor

City of Kirkland

City of Renton

Attest:

Attest:

Kathi Anderson
City Clerk

Bonnie Walton
City Clerk/Treasurer

Approved as to legal form:

Approved as to legal form:

Robin S. Jenkinson
City Attorney
City of Kirkland

Lawrence Warren
City Attorney
City of Renton