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INTERLOCAL AGREEMENT FOR KIRKLAND JAIL SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 5TH day of NOVEMBER, 2019, by and between the City of Kirkland, a municipal corporation of the State of Washington located at 123 Fifth Avenue, Kirkland, Washington ("Kirkland"), and the City of Medina, a municipal corporation of the State of Washington located at 501 Evergreen Point Rd., Medina, Washington ("Medina").

Whereas, Medina wishes to secure the use of additional jail bed capacity; and

Whereas, Kirkland has a jail facility ("Kirkland Jail") that can help meet that need and is willing to accept Medina Inmates for a rate of compensation mutually agreed upon by the parties and the other terms and conditions set forth below; and

Whereas, the parties are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW, as well as the City and County Jails Act, Chapter 70.48 RCW;

Now, therefore, Kirkland and Medina agree as follows:

ARTICLE I. PURPOSE AND TERM

1.1 Purpose. The purpose and intent of this Agreement is to establish the terms under which Kirkland will house certain inmates of Medina ("Medina Inmates" or, in the singular, "Medina Inmate").

1.2 Term. The initial term of this Agreement shall be from the date set forth above through December 31, 2021. This Agreement shall automatically renew from year to year unless modified or terminated as provided herein.

ARTICLE II. DEFINITIONS

For the purposes of this Agreement, the following definitions apply:

2.1 Committing Court - the court that issued the order or sentence that established Kirkland's custody of a Medina Inmate.

2.2 Medina Inmate - a male person subject to Medina custody who is transferred to Kirkland Jail custody under this Agreement.

2.3 Good Time - time earned by Medina Inmates for good behavior while in custody at the Kirkland Jail. Good Time will be awarded at the conclusion of a Medina Inmate's sentence and will comply with restrictions imposed by RCW 9.92.151.

2.4 Credit for Time Served - credit authorized by the Committing Court against the number of days to be served in confinement.

2.5 Kirkland Jail - the correctional facility operated by Kirkland at the Kirkland Justice

Center located at 11750 NE 118th Street, Kirkland WA.

ARTICLE III. GENERAL PROVISIONS

3.1 Jail Services. On a space available basis as determined by Kirkland in its sole discretion, Kirkland may accept Medina Inmates at the Kirkland Jail.; Pursuant to state law, inmates arrested on misdemeanor charges may be held up to 365 days per charge. Medina Inmates will be subject to all approved Kirkland Jail policies and procedures, which are incorporated herein by this reference.

3.2 Booking. Prior to transporting a Medina Inmate to the Kirkland Jail for booking, Medina law enforcement personnel will contact the Kirkland corrections staff to determine if the Kirkland Jail has adequate capacity to accept the Medina Inmate. The Medina officer transporting the Medina Inmate will remain at the Kirkland Jail until the Medina Inmate is booked into the Kirkland Jail or until otherwise indicated by Kirkland corrections staff. Kirkland corrections officers will complete booking processes for all persons arrested on misdemeanor charges at the Kirkland Jail to include photographs, fingerprints and appropriate paperwork. Pursuant to RCW 70.48.130(4), and as part of its booking process, Kirkland shall obtain general information concerning each Medina Inmate's ability to pay for medical care, including insurance or other medical benefits or resources to which the Medina Inmate may be entitled.

3.3 Inmate Programs. Unless otherwise stated herein, Medina Inmates will have access to all programs available to other inmates housed in the Kirkland Jail based on existing policies and procedures including, as applicable, access to commissary items, religious services, family visitation, attorney consultations and inmate work programs. Sentencing alternatives including electronic home detention and work release will not be available to Medina Inmates.

3.4 Inmate Property. The Kirkland Jail shall accept Medina Inmate property as provided for herein and shall be responsible only for Medina Inmate property delivered and accepted into the Kirkland Jail's possession. Kirkland correctional staff shall hold and handle each Medina Inmate's personal property pursuant to Kirkland Jail policies and procedures. The Kirkland Jail will only accept Medina Inmate property that can be stored in a single property bag no larger than a common paper grocery bag and will not accept food, weapons, drugs or perishable items. Backpacks or other large items shall be stored separately by Medina.

3.5 Classification. Medina Inmates shall be classified pursuant to Kirkland's classification policies and procedures identified in Exhibit B, attached hereto and incorporated herein, and within the sole discretion and judgment of Kirkland corrections staff.

3.6 Right to Refuse or Return Medina Inmate Due to Capacity. Kirkland shall have the right to refuse to house a Medina Inmate when doing so would, in the sole discretion of Kirkland, exceed the Kirkland Jail's capacity to house Kirkland inmates. In the event that the Kirkland Jail reaches capacity while housing a Medina Inmate, Medina will upon the request of Kirkland promptly transport the Medina Inmate to another corrections facility. In the event of a scheduled commitment, at the time the inmate reports to the Kirkland Jail, Kirkland will determine whether there is sufficient capacity to house the Medina Inmate. If there is insufficient capacity, Kirkland will contact Medina and request

that Medina remove the Inmate from the Kirkland Jail.

3.7 Right to Refuse or Return City Inmate Due to Illness or Classification.

Kirkland shall have the right to refuse to house a Medina Inmate or to return a Medina Inmate to Medina if the Medina Inmate has a current illness or injury that is listed in **Exhibit A - Medical Acceptability**, or if in the sole discretion of Kirkland the Medina Inmate presents a risk of escape, or of injury to self or other persons or property, or of adversely affecting or significantly disrupting the operations of the Kirkland Jail. Inmates arrested with identified medical problems, mental health issues or behavioral problems may be housed at the Kirkland Jail on a temporary basis in the discretion of Kirkland and while completing booking procedures and/or awaiting transport to another facility.

3.8 Inmate Transport. Kirkland corrections staff will escort Medina Inmates housed at the Jail Facility to and from required appearances at the Kirkland Municipal Court, if any. Medina shall be solely responsible for any other Medina inmate transportation needs including to and from other courts and/or other corrections facilities, for routine medical care or otherwise. Kirkland may provide emergent transfers to medical facilities or alternate jail facilities if it is deemed necessary for the immediate health and safety of the Medina Inmate or other inmates housed in the Kirkland Jail and if there are available Kirkland personnel to transport the inmate. Emergency medical transports will include short term supervision until relieved by Medina and will be billed to Medina at the standard Kirkland EMS transport fee and \$90 per hour for supervision.

3.9 Health services. The services provided to Medina under this Agreement shall include basic medical inspection of Medina Inmates upon booking. Medina will be responsible for all other medical, dental, vision, mental health, or like treatment expenses ("Medical Expenses") for any Medina Inmates. Any and all medical expenses incurred by Kirkland during booking or during incarceration in the Kirkland Jail for a Medina Inmate shall be reimbursed by Medina within 45 days of submittal of an invoice. If Kirkland corrections staff believe any Inmate needs medical, dental, vision, mental health or like treatment ("Medical Treatment") for any reason, such staff shall first notify Medina unless emergency Medical Treatment is needed. However, the determination of the need for emergency Medical Treatment in all instances will be made at the sole discretion of Kirkland. Until any Medina Inmate is released pursuant to court order and has left the Kirkland Jail premises, Medina will be responsible for Inmate Medical Expenses. Should a Medina Inmate receive medical care for injuries or illness at the time of arrest and prior to booking at the Kirkland Jail, Medina shall provide copies of medical records documenting such medical care to the Kirkland Jail at the time of booking.

3.10 Inmate Work Programs. Kirkland corrections staff may assign Medina Inmates to work programs such as kitchen and laundry duties, and other regular duties pursuant to the Kirkland Jail policies and procedures and within the sole discretion and judgment of Kirkland corrections staff.

3.11 Good Time. Kirkland may reduce a Medina Inmate's sentence based on good behavior and good performance at its sole discretion.

3.12 Credit for Time Served. It is the responsibility of Medina to notify Kirkland corrections staff of a Medina Inmate's status for credit for time served at a facility other than the Kirkland Jail at the time the Medina Inmate is booked into the Kirkland Jail.

3.13 Discipline. Kirkland corrections staff may discipline Medina Inmates according to Kirkland Jail policies and procedures and in the same manner which other inmates may be disciplined.

3.14 Death. If a Medina Inmate dies while in Kirkland custody, Kirkland shall notify Medina as soon as reasonably possible. The King County Medical Examiner shall assume custody of the Medina Inmate's body and shall be responsible for the final disposition of the body consistent with their procedures in effect at that time. Unless another agency becomes responsible for investigation, Kirkland shall investigate and shall provide Medina with a report of its investigation. Medina may participate in the investigation. If another agency becomes responsible for investigation, Kirkland shall serve as a liaison or otherwise facilitate the Medina's communication with and receipt of reports from the other agency.

3.15 Escape. If a Medina Inmate escapes Kirkland custody, Kirkland shall notify Medina as soon as reasonably possible. Kirkland shall use all reasonable efforts to pursue and regain custody of escaped Medina Inmate(s).

ARTICLE IV. ADMINISTRATION

4.1 Bed Rate. Medina shall pay Kirkland the sum of \$127 per day, per Medina Inmate for incarceration during the initial term. After the initial term, the daily rate may be adjusted annually effective January 1 of each year based on the percentage change of the June to June Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) (Seattle-Tacoma-Bellevue; 1982-1984=100; all items; not seasonally adjusted), or at any time with mutual agreement. Written notification of any change in the Bed Rate shall be sent to Medina no later than October 1 of the current calendar year in order to have the new Bed Rate effective in the following calendar year. Failure of Kirkland to properly notify Medina of a rate change for a reason other than an automatic CPI-W adjustment may result in the Bed Rate not becoming effective for the next Agreement term.

4.2 Booking Fee. Kirkland shall not charge a booking fee in connection with housing Medina's Inmates.

4.3 Billing. Kirkland shall provide Medina with monthly statements itemizing the name of each Medina Inmate; the number of days of housing, including the date and time booked into the Kirkland Jail; date and time released from the Kirkland Jail; and an itemization of any additional charges including a description of the service provided, date provided and reason for service. Kirkland shall provide said statement for each month on or about the 15th day of the following month. Payment shall be due to Kirkland within 45 days from the date the bill is provided to Medina.

4.4 Right of Inspection. Medina shall have the right, upon reasonable advance notice, to inspect the Kirkland Jail at reasonable times. During such inspections, Medina may interview Medina Inmates and review Medina Inmates' records; provided, however, that any interviews with Medina Inmates will be voluntary on the part of such inmates.

ARTICLE V. INDEMNIFICATION AND INSURANCE

5.1 Indemnification.

Each party to this Agreement shall indemnify, defend and hold the other party and its officers, directors, agents, employees, representatives, vendors, subcontractors and contractors harmless from and against any and all costs, liabilities, suits, losses, damages, claims, expenses, penalties or charges, including, without limitation, reasonable attorneys' fees, court costs, and disbursements, that the other party may incur or pay out by reason of any accidents, damages or injuries to persons or property occurring during the term of this Agreement, but only to the extent the same are caused by any negligent omission or wrongful act of the indemnifying party. Neither party shall be required to indemnify, defend or hold the other Party harmless if all claims, injuries, damages, losses or suits including attorney fees are caused by the sole negligence of the other Party. The indemnifying party shall be entitled to control any defense under this provision. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

Notwithstanding the foregoing, Medina does not assume liability for or in any way release Kirkland from any liability which arises solely from the existence or effect of Kirkland Jail policies and procedures. If any claim, action or administrative proceeding is commenced in which the enforceability and/or validity of a policy or procedure is at issue, Kirkland shall defend the same at its sole cost and expense, and if judgment shall be entered thereafter Kirkland shall satisfy the same, including all chargeable costs and attorney's fees, to the extent the costs, fees and damages are attributable to the existence or effect of such policy or procedure.

It is further specifically and expressly understood that the indemnification provided herein includes Medina's waiver of immunity under Industrial Insurance. Title 51 RCW, but solely for the purposes 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.

5.2 Insurance. Independent of their respective indemnity obligations, each jurisdiction shall maintain occurrence-based Commercial General Liability (CGL) and Automobile Liability insurance through the commercial insurance market, an insurance pool, self-insurance, or a combination thereof. The CGL coverage shall be written with limits no less than \$5,000,000 per occurrence with a \$10,000,000 general aggregate and shall include contractual liability. The Automobile Liability coverage shall be with a minimum combined single limit for bodily injury and property damage of \$5,000,000 per accident. Evidence of insurance or self-insurance coverage will promptly be provided upon request by either party. This section shall be subject to renegotiation in the event either party no longer remains a member of the Washington Cities Insurance Authority.

ARTICLE VI. GENERAL TERMS AND CONDITIONS

6.1 Termination.

6.1.1 Without Cause: Pursuant to RCW 70.48.090, either Party may terminate this Agreement upon 90 days of written notice.

6.1.2 Imperiling Conditions: Medina shall have the right to terminate this Agreement where: 1) Medina in its sole, good faith discretion has determined that conditions and/or circumstances at the Kirkland Jail present an imminent risk of serious injury or death to Medina's Inmates ("Imperiling Conditions"); 2) Medina has sent

Kirkland written notice by certified mail, return receipt requested describing with reasonable specificity the Imperiling Conditions; and 3) Kirkland has failed to cure the Imperiling Conditions within a reasonable period of time, which, unless the parties agree in writing to a longer period, shall be no more than 45 calendar days after Kirkland receives Medina's notice. Termination pursuant to this section 6.1.2 shall be effective if and when: 1) after at least 45 calendar days, Kirkland has not cured the Imperiling Condition(s); and 2) Medina has removed its inmates; and 3) Medina has given Kirkland formal written notice of final termination pursuant to this subsection 6.1.2.

6.1.3 Material Breach: Subject to the terms and conditions of this Agreement, either party shall have the right to terminate this Agreement if: 1) the other party is in material breach of any term of this Agreement; 2) the terminating party has sent the breaching party written notice of its intent to terminate this Agreement under this section by certified mail, return receipt requested describing with reasonable specificity the basis for the termination; and 3) the breaching party has failed to cure the breach within 30 calendar days, unless the parties agree in writing to a longer cure period.

6.2 Equal Opportunity. Neither party shall discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, age, marital status, sexual orientation, veterans and military status, political affiliation or belief or the presence of any sensory, mental or physical handicap in violation of any applicable federal law, Washington State Law Against Discrimination (Chapter 49.60 RCW) or the Americans with Disabilities Act (42 USC 12110 et seq.). In the event of the violation of this provision, the other party may terminate this Agreement as provided in Section 6.1 above.

6.3 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 non-performance, nor does payment of a billing or continued performance after notice of deficiency in performance constitute an acquiescence thereto.

6.4 Entire Agreement. This Agreement represents the final and completely integrated agreement between the parties.

6.5 Modification. No modification of this Agreement is valid unless evidenced in writing and signed by both parties. No verbal agreement may supersede, replace or amend this Section.

6.6 Assignment. Neither party to this Agreement shall transfer or assign any right or obligation hereunder without the prior written consent of the other party.

6.7 Interlocal Provisions.

6.7.1 No Separate Entity Created. This Agreement does not establish a separate legal entity, joint board, joint venture, or administrative section for the purpose of acquiring, managing, or disposing of property, or incurring any other financial

obligation.

6.7.2 Property Ownership. This Agreement does not provide for jointly owned property. All property presently owned or hereafter acquired by either party to enable it to perform the services required under this Agreement shall remain the property of the acquiring party in the event of the termination of this Agreement.

6.7.3 Filing/Web Site. Prior to taking effect, this Agreement shall either be filed with the King County Auditor or listed by subject on either party's website in accordance with RCW 39.34.040.

6.8 Records Retention. The Parties hereto shall maintain all records, reports, and documents created, held or maintained under this Agreement and the services to be provided hereunder in accordance with the Washington Public Records Act, Chapter 42.56 RCW, and the Preservation and Destruction of Public Records Act, Chapter 40.14 RCW, and all other applicable federal, state and local laws and regulations.

6.9 Dispute Resolution. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If any dispute arises between the Parties under any of the provisions of this Agreement, jurisdiction and venue shall lie in the King County Superior Court, King County, Washington. The substantially prevailing party in any litigation arising hereunder shall be entitled to its reasonable, documented attorney's fees.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

CITY OF MEDINA

CITY OF KIRKLAND

By: 

By: 

Name: Michael Sauerwein

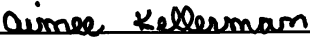
Name: Charice M. Harris

Title: City Manager

Title: Chief of Police

ATTEST:

ATTEST:


City Clerk

City Clerk

EXHIBIT A
Medical Acceptability Requirements

Persons being booked into the Kirkland Jail will be screened for medical acceptability at the time of booking. The following guidelines will be used as for determining whether a person can be housed in the Kirkland Jail. This list is not an exhaustive guide for staff. The final decision of acceptance will be made by the corrections and/or medical staff of the Kirkland Jail. Note: references below to "persons" and "individuals" refer to Medina Inmates in context of this Agreement.

1. Signs of untreated broken Bones or dislocated joints
2. Any injury or illness requiring emergency treatment
3. Unconsciousness or recent loss of consciousness
4. Individual unable to stand or walk under own power unless they normally use adaptive devices
5. Bed-Bound individuals
6. Inmates with an IV or requiring an IV
7. Individuals requiring use of oxygen tank
8. Persons that have had major invasive surgery within the last 72 hrs.
9. Wounds with drainage tubes
10. Inmates with Alzheimer's, dementia or other psychological conditions to the point where the Inmate cannot perform activities of daily living
11. Persons diagnosed as developmentally delayed and who do not have the capacity to function safely within a correctional environment or cannot perform activities of daily living
12. Persons undergoing chemotherapy or radiation therapy
13. Persons undergoing dialysis
14. Persons with suicidal ideations or actions
15. Persons that have attempted suicide during their current stay
16. Persons displaying psychotic episodes
17. Persons that have been involved in a motor vehicle accident in the last twelve hours that have not received medical clearance from a physician
18. Persons with open or draining abscesses
19. Any person that requires life sustaining medications but does not have them on person
20. Any person who blows .25 on a PBT or BAC
21. Any person that has recently ingested a large amount of drugs which may lead to a medical emergency (i.e. swallowing drugs just prior to arrest)
22. Any person whom Kirkland Jail medical staff has determined cannot be housed in Kirkland