

RESOLUTION NO. R- 4113

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND, WASHINGTON, AUTHORIZING THE CITY MANAGER TO EXECUTE A JAIL SERVICE AGREEMENT BETWEEN THE CITY OF KIRKLAND AND THE CITY OF ENUMCLAW FOR CONFINEMENT OF CITY OF KIRKLAND PRISONERS IN THE ENUMCLAW CORRECTIONS FACILITY.

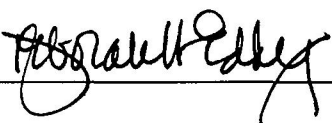
THE CITY COUNCIL OF THE CITY OF KIRKLAND, WASHINGTON, IN A REGULAR MEETING DULY ASSEMBLED, HEREWITH RESOLVES AS FOLLOWS:

Section 1. The City Manager of the City of Kirkland, Washington, is hereby authorized to execute a Jail Services Agreement between the City of Kirkland and the City of Enumclaw for confinement of the City of Kirkland prisoners in the City of Enumclaw Corrections Facility. A copy of said agreement is attached hereto, denominated as Exhibit "A" and made a part hereof as though set forth in full herein.

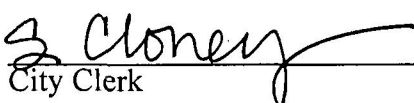
Section 2. The City Manager is hereby authorized to implement such administrative procedures as may be necessary to carry out the directives of this legislation.

PASSED by majority vote of the Kirkland City Council in regular, open meeting on the 2nd day of December 19 97.

SIGNED IN AUTHENTICATION thereof on the 2nd day of December, 1997.

Mayor 

Attest:

Deputy  City Clerk

**MEMORANDUM OF UNDERSTANDING REGARDING JAIL SERVICES
CONTRACT WITH THE CITY OF ENUMCLAW**

In recognition of the limited jail services available to Cities in King County, and the increasing costs associated with facilities providing those jail services, the undersigned Chiefs of Police of the Cities of Bellevue, Issaquah, Kirkland, Mercer Island and Redmond hereby state it is their intent to enter into contractual agreement with the undersigned Chief of Police of the City of Enumclaw for a guaranteed minimum jail space of sixteen (16) beds, with four (4) additional beds to be added if available, in the Enumclaw Detention Facility pursuant to the attached and incorporated Guidelines for Jail Services with Enumclaw Detention Facility.

The Guidelines may be amended from time to time by mutual agreement without the necessity of modifying the Memorandum of Understanding.

CITY OF BELLEVUE
By [Signature]
James Montgomery
Chief of Police
Date: 11/19/97

CITY OF ISSAQUAH
By [Signature]
Duaine Garrison
Chief of Police
Date: 11/13/97

CITY OF KIRKLAND
By [Signature]
Pleas J. Green
Chief of Police
Date: 11/12/97

CITY OF MERCER ISLAND
By [Signature]
Jan Deveny
Chief of Police
Date: 11/13/97

CITY OF REDMOND
By [Signature]
Steven R. Harris
Chief of Police
Date: 11-14-97

CITY OF ENUMCLAW
By [Signature]
John DeAngelis
Chief of Police
Date: 11/14/97

GUIDELINES FOR JAIL SERVICES WITH ENUMCLAW DETENTION FACILITY

These guidelines are intended to provide basic guidance in the operation of mutual contract jail services with the Enumclaw Detention Facility, and are not intended to cover all possible circumstances that may arise.

- A. Each participating agency will be allocated a minimum/maximum amount of guaranteed jail bed space as follows: Bellevue - 7 to 8; Issaquah - 2 to 3; Kirkland - 3 to 4; Mercer Island - 1 to 2; Redmond - 3 to 4. Maximum allocation is not possible unless and until four (4) additional beds are made available. Any additional beds available over 16 but under 20 shall be allocated on a need basis, to be determined by the respective Chiefs of Police, with the agreed upon allocation to be incorporated into these guidelines.
- B. Each participating agency will sign an individual Jail Services contract with the City of Enumclaw and be responsible for individual costs accrued, with initial costs for services based on housing fees of \$50.00 per day with no booking fee.
- C. Initially, each participating agency will be responsible for their own prisoner transport, however, the respective Chiefs of Police will continue to explore a mutually beneficial combined Jail Transport System. Nothing in this agreement prevents individual agencies from providing mutual transportation assistance when circumstances allow.
- D. It is the collective agreement that all guaranteed bed space will be continuously filled. If a participating agency cannot meet their established minimum as set forth in Section A above that bed space shall be allotted to other participating agencies on a schedule to be determined by the respective Chiefs of Police, with the agreed upon schedule to be incorporated into these guidelines.
- E. Each participating agency will designate a contact person, preferably of supervisory or command rank, who shall coordinate and maintain schedules of all prisoners their respective agencies have housed at Enumclaw Detention Facility. This person shall also serve as the point of contact for all questions, problems or alterations related to this Memorandum of Understanding.

1
JAIL SERVICES AGREEMENT

2 THIS AGREEMENT made and entered into between the City of Enumclaw, a municipal
3 corporation of the State of Washington and the City of Kirkland, a municipal corporation of the State
4 of Washington and pursuant to the City and County Jails Act (RCW 70.48, as amended).

5 In accordance with the Interlocal Cooperation Act (Chapter 39.34 RCW) and in consideration
6 of the conditions herein, the parties agree as follows:

7 1. PURPOSE

8 The purpose of this agreement is to provide for confinement of the prisoners of the
9 City of Kirkland in the City of Enumclaw Corrections Facility.

10 2. DEFINITIONS

11 Unless a context clearly shows another usage is intended, the following terms shall
12 have these meanings in the agreement:

- 13 (1) "City of Kirkland prisoner" means a prisoner housed in the Enumclaw Corrections
14 Facility when a City of Kirkland charge is the principal basis for confining that person
15 (e.g., the person is confined by reason of a City of Kirkland ordinance violation -
16 pretrial or post trial). It includes, but is not limited to, (a) a prisoner arrested by and
17 booked by the City of Kirkland Police by reason of an "open charge" or investigation
18 of a felony; and a prisoner detained after a City of Kirkland "hold" has been released;
19 (b) it includes an individual arrested by City of Kirkland Police and booked and

1 housed in the Enumclaw Corrections Facility. It does not include any juvenile
2 offenders.

- 3 (2) "Corrections Facility" means a place primarily designed, staffed, and used for the
4 housing of adults charged with criminal offense; for the punishment and correction of
5 offenders after conviction of criminal offense; or for confinement during a criminal
6 investigation or for civil detention to enforce a court order. Upon the date of the
7 execution of this agreement, the term "jail" includes the City of Enumclaw
8 Corrections Facility operated by the City of Enumclaw pursuant to this agreement.

9 3. JAIL AND HEALTH SERVICES

10 The City of Enumclaw shall accept for confinement in the Enumclaw Corrections Facility
11 those persons who are City of Kirkland prisoners as defined in Article 2, above and shall
12 furnish the City of Kirkland with the corrections facility, booking and custodial services and
13 personnel for the confinement of City of Kirkland inmates at least equal to those the City of
14 Enumclaw provides for the confinement of its own inmates. The services provided herein shall
15 include basic medical care, as defined by Washington State Custodial Care Standards (WAC
16 289-20) except hospitalization, prescriptions, surgical and dental care to be paid for which
17 the City of Kirkland agrees to bear. The services included herein shall include the standard
18 Police use photograph for each person booked and held by the City of Enumclaw for the City
19 of Kirkland. The City of Enumclaw shall furnish to the City of Kirkland all medical and health
20 care services required pursuant to Federal or State law and regulations promulgated thereto.

1 4. COMPENSATED

2 The City of Enumclaw authorizes the use of the Enumclaw Corrections Facility, by
3 the City of Kirkland, for confinement of persons booked and held by the City of Kirkland,
4 subject to available space and facilities as may be determined by the City of Enumclaw Chief
5 of Police or his/her duly authorized representative.

6 The City of Kirkland agrees to pay the City of Enumclaw the sum of FIFTY
7 DOLLARS (\$50.00) per prisoner per 24 hour period calculated from the initial booking time,
8 (or any portion of a 24 hour period). Such payment shall be made promptly to the City of
9 Enumclaw within 30 days after the monthly statement is submitted by the City of Enumclaw
10 to Kirkland.

11 Each party may examine the others books and records to verify charges. If an
12 examination reveals an improper charge, the amount shall be applied to the next months
13 statement.

14 5. TERM

15 This agreement shall take effect upon signing and shall automatically renew from year
16 to year unless otherwise modified or terminated as provided herein. This agreement may be
17 terminated by either party upon 90 days written notice from the party desiring termination.
18 This agreement may be modified or canceled in writing PROVIDED THAT notice of the
19 proposed modification or cancellation is provided at least 90 days prior to the date on which
20 such modification or cancellation would become effective.

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6. INDEMNIFICATION/INSURANCE

(A) The City of Kirkland shall defend, indemnify and hold harmless the City of Enumclaw and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, cost, expenses and damages of any nature whatsoever, by reason of or arising out of any action or omission of the City of Kirkland, its officers, agents, and employees, or any of them in arresting, detaining, charging or transporting third persons.

In the event that any suit based upon such a claim, loss or damage is brought against the City of Enumclaw, the City of Kirkland shall defend the same at its sole cost and expense; provided that the City of Enumclaw retains the right to participate in said suit if any principle of governmental or public law is involved; and if final judgement is rendered against the City of Enumclaw, and its officers, agents, and employees or any of them, or jointly against the City of Enumclaw and the City of Kirkland and their respective officers, agents, employees, or any of them, the City of Kirkland shall satisfy the same.

(B) The City of Enumclaw shall defend, indemnify and hold harmless the City of Kirkland and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, cost, expenses, and damages of any nature whatsoever, by reason of or arising out of any action or omission of the City of Enumclaw, its officers, agents, and employees, or any of them in confining persons

1 who have been presented to and accepted by the Enumclaw Corrections Facility by
2 the City of Kirkland, its officers, agents, and employees while said persons are in the
3 Enumclaw Corrections Facility or in the custody of the City of Enumclaw outside the
4 Enumclaw Corrections Facility. In the event that any suit based upon such claim,
5 action, loss or damage is brought against the City of Kirkland, the City of Enumclaw
6 shall defend the same at its sole cost and expense provided that the City of Kirkland
7 retains the right to participate in said suit if any principle of governmental or public
8 law is involved, and if final judgement be rendered against the City of Kirkland and
9 its officers, agents, and employees, or any of them, or jointly against the City of
10 Kirkland and the City of Enumclaw and their respective officers, agents, and
11 employees, or any of them, the City of Enumclaw shall satisfy same.

12 (C) A prisoner shall become the responsibility of the Enumclaw Corrections
13 Facility at the point that the prisoner is booked into the City of Enumclaw Facility or
14 where the prisoner has been released to the care, custody and control of the City of
15 Enumclaw. Liability shall transfer to the City of Enumclaw at this point. The arresting
16 agency (City of Kirkland) shall be held harmless by the City of Enumclaw under the
17 terms of this section for all claims arising out of the detention of the prisoner.
18 Accordingly, the City of Enumclaw (Corrections Facility) shall be held harmless by
19 the City of Kirkland under the terms of this agreement, for claims arising out of the
20 arrest of the prisoner, or arising out of any situation occurring prior to the point

1 where the City of Enumclaw assumes responsibility for the prisoner.

2 (D) Each city agrees to provide the other with evidence of insurance coverage, in
3 the form of a letter from the cities insurance pool (WCIA), respecting each City. Each
4 City shall obtain and maintain coverage in minimum liability limits of ONE MILLION
5 AND 00/100 DOLLARS (\$1,000,000) for its liability exposures, including
6 comprehensive general liability, errors and omissions, auto liability and police
7 professional liability.

8 7. NON-DISCRIMINATION/EQUALITY OF EMPLOYMENT
9 OPPORTUNITY.

10 The City of Enumclaw will provide equal employment opportunity in administering
11 this Agreement, in implementing this Agreement, and in administering the Enumclaw
12 Corrections Facility, and will prohibit discriminatory treatment.

13 8. REMEDIES

14 No waiver of any right under this agreement shall be effective unless made in writing
15 by the authorized representative of the party to be bound thereby. Failure to insist upon full
16 performance on any one or several occasions does not constitute consent to or waiver of any
17 later non-performance, nor does payment of a billing or continued performance after notice
18 of a deficiency in performance constitute an acquiescence thereto.

9. ENTIRE AGREEMENT

This Agreement represents the entire understanding of the parties. It supersedes any oral representations that are inconsistent with or modify its terms and conditions.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day written below.

CITY OF KIRKLAND

CITY OF ENUMCLAW

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

ATTEST:

ATTEST:

City Manager

City Administrator

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney

City Attorney