

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:

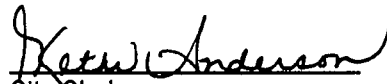
Section 1. The City Manager is hereby authorized and directed to execute on behalf of the City of Kirkland an interlocal agreement substantially similar to that attached as Exhibit "A", which is entitled "Interlocal Agreement Between Chelan County, Washington and the City of Kirkland, Washington, for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

Passed by majority vote of the Kirkland City Council in open meeting this 19th day of September, 2006.

Signed in authentication thereof this 19th day of September, 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 CCRJC; 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 wilful 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 of 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:

Attest:
JANET K. MERZ
Clerk of the Board

ROBIN S. JENKINSON
Kirkland City Attorney

DATED: _____

Approved as to form:

GALE WICK, Director, Chelan
County Department of Corrections

GARY A. RIESEN, Chelan County Prosecutor