

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:

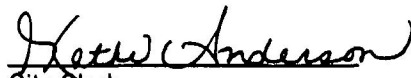
Section 1. The City Manager is hereby authorized and directed to execute on behalf of the City of Kirkland an Interlocal Agreement substantially similar to that attached as Exhibit "A", which is entitled "Interlocal Agreement Between the City of Renton, Washington and the City of Kirkland, Washington,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

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

Signed in authentication thereof this 19th day of September, 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. RETAKING 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

City of Kirkland

Attest:

Kathi Anderson
City Clerk

Approved as to legal form:

Robin S. Jenkinson
City Attorney
City of Kirkland

Kathy Keolker-Wheeler
Mayor

City of Renton

Attest:

Bonnie Walton
City Clerk/Treasurer

Approved as to legal form:

Lawrence Warren
City Attorney
City of Renton