



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

December 8, 2008

Ordinance 16318

Proposed No. 2008-0623.1

Sponsors Lambert

1 AN ORDINANCE authorizing the county executive to
2 execute an interlocal agreement between King County and
3 the Department of Corrections/Washington Corrections
4 Center for Women – Purdy, for prisoner transport services.
5

6 **STATEMENT OF FACTS:**

- 7 1. The Department of Corrections/Washington Corrections Center for
8 Women – Purdy, desires to transport prisoners under Department of
9 Corrections supervision but does not have the staff or equipment to
10 facilitate transportation. The King County sheriff's office has existing
11 transportation routes, equipment, and staffing that can be used to provide
12 this service. Prisoner services will be provided beginning July 1, 2008.
13 2. The county has the ability to provide those prisoner transport services.
14 3. Participation in the agreement is to the benefit of the citizens of King
15 County.

16 **BE IT ORDAINED BY THE COUNCIL OF KING COUNTY**

17 SECTION 1. The county executive is authorized to execute an agreement,
18 substantially in the form attached to this ordinance, with the Department of
19 Corrections/Washington Corrections Center for Women – Purdy, to provide prisoner
20 transport services.

21

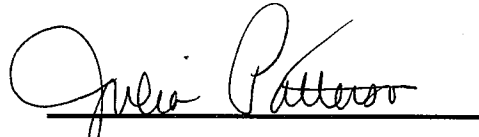
Ordinance 16318 was introduced on 11/24/2008 and passed by the Metropolitan King County Council on 12/8/2008, by the following vote:

Yes: 8 - Ms. Patterson, Mr. Dunn, Mr. Constantine, Ms. Lambert, Mr. von Reichbauer, Mr. Ferguson, Mr. Gossett and Ms. Hague

No: 0

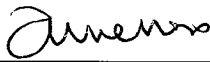
Excused: 1 - Mr. Phillips

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON



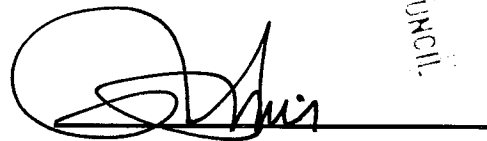
Julia Patterson, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 12 day of December, 2008.



Ron Sims, County Executive

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KING COUNTY COUNCIL

Attachments A. Interlocal Agreement Between King County and Washington Department of Corrections/Washington Corrections Center for Women-Purdy--Relating to Prisoner Transport Services

**INTERLOCAL AGREEMENT BETWEEN
KING COUNTY AND WASHINGTON DEPARTMENT OF CORRECTIONS / WASHINGTON
CORRECTIONS CENTER FOR WOMEN - PURDY
RELATING TO PRISONER TRANSPORT SERVICES**

THIS AGREEMENT is made and entered into by and between Washington State Department of Corrections / Washington Corrections Center for Women - Purdy ("WCCW") and King County, Washington ("County").

WHEREAS, the Washington State Shuttle System (WSSS) discontinued transporting prisoners of the Washington State Department of Corrections (DOC) effective July 1, 2007, and

WHEREAS, the Washington State Department of Corrections has acknowledged that it is their duty to transport those prisoners who are under DOC supervision, but also that it does not have the staff or equipment to transport the large volume of female prisoners, and

WHEREAS, the King County Sheriff's Office (KCSO) can provide some transport services through its existing transportation routes, utilizing existing equipment and staffing,

NOW, THEREFORE, pursuant to RCW 39.34, the County and WCCW hereby agree:

1. **PURPOSE:** The purpose of this agreement is to provide reimbursement for the transportation services of female offenders for WCCW for a period beginning on July 1, 2008. WCCW and King County agree to the terms and conditions incorporated herein.
2. **RESPONSIBILITIES OF DOC/WCCW:** Prior to signing this agreement, the DOC has determined that there exists a public need for these services to be provided, and that it is appropriate that public funds be expended to meet this need.
 - a. DOC acknowledges County's operational control of its transport system, and agrees that the transportation of DOC female offenders transported on the KCSO shuttle bus by KCSO will be subject to KCSO policies and procedures.
 - b. This agreement applies only to transportation provided by KCSO along any of its normal shuttle routes. DOC shall be responsible to make arrangements with any other agencies in the chain where necessary. KCSO cannot require or compel other agencies to transport any prisoners, and shall not be responsible for those prisoners after completion of the transport. DOC shall be responsible to make all arrangements for holding prisoners at jail facilities.

- c. DOC acknowledges that all transports are subject to weather and equipment malfunction cancellations. If a KCSO shuttle run is cancelled due to weather, traffic, or break-down delays, WCCW shall be required to either arrange for the prisoner to be held until the next shuttle run or to arrange alternate transportation.
 - d. DOC agrees to arrange alternate transportation for any prisoner denied transport on the KCSO shuttle per Section 3.
3. STATEMENT OF WORK: County agrees to perform the following transportation services:
- a. KCSO shall provide inmate transportation services via existing KCSO prisoner transportation routes and schedules.
 - i. Only low or medium risk prisoners will be transported on the KCSO shuttle.
 - ii. KCSO will pick up prisoners from any county jail along KCSO's normal route on the regularly scheduled days.
 - b. KCSO will provide a minimum of one trip per week to each location along its normal route, except that KCSO may cancel any transport or pickup due to holidays, weather, traffic, break-down delays, or other circumstances outside its own control.
 - c. KCSO may deny transportation to any prisoner based on demeanor and/or level of cooperation.
 - i. KCSO will not shuttle prisoners who present significant danger to our officers. This includes those convicted of murder, attempted murder, escape ¹, and similar offenses. The decision to deny entry onto the shuttle will be made at the discretion of the transport officers and/or unit supervisor.
 - d. KCSO may deny transportation to any prisoner with a medical condition, including but not limited to, the following:
 - i. Any prisoner who cannot board the truck or van without assistance.
 - ii. Any prisoner who does not appear to be alert and able to follow simple instructions.
 - iii. Any prisoner who is pregnant over 6 months.
 - iv. Any prisoner who has open exposed sores, chronic coughing, obvious bleeding of any kind, or other bio hazards that are evident.
 - e. KCSO will provide the staff and vehicle to accomplish the above transportation services at its own discretion.
4. PAYMENT AND BILLING PROCEDURE:
- a. King County shall provide WCCW with an invoice for services rendered on a monthly basis. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.
 - b. Payment to King County will be made by warrant or account transfer by WCCW within 30 days of receipt of the invoice. Upon termination of the Agreement, any claim for payment not already made shall be submitted within 30 days after the termination date.
 - c. WCCW agrees to reimburse King County at the per prisoner rate indicated in Attachment A to this contract. As the contract is renewed per section 8 of this agreement, KCSO will send DOC an updated cost using the methodology in Attachment A by July 1 each year.
 - d. Payments will be made payable to: King County Sheriff's Office, and will be mailed to the following address: KCSO Budget and Accounting, Mail Stop KCC-SO-0100, 516 Third Avenue, Seattle, WA 98104.

5. AGREEMENT ADMINISTRATION: The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under or greater than this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.
 - a. The County's representative shall be the KCSO Special Investigations Captain.
 - b. WCCW's representative shall be a designated Associate Superintendent.
6. TREATMENT OF ASSETS AND PROPERTY: No fixed assets or personal or real property will be jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.
7. INDEMNIFICATION: Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law, and further agrees to save, indemnify, defend, and hold the other party harmless from any such liability. It is further provided that no liability shall attach to the County by reason of entering into this contract except as expressly provided herein.
8. TERM OF AGREEMENT: This agreement shall be effective July 1, 2008, regardless of date of signature, and will continue in force for one year (July 1, 2009) or until terminated per section 9 of this agreement. Thereafter, this agreement will renew automatically from year to year unless terminated by either party as provided in section 9.
9. TERMINATION: Any party hereto may terminate this Agreement upon thirty (30) days notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.
10. CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS: The Agreement may be changed, modified, amended or waived only by written agreement executed by the parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.
11. SEVERABILITY: In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.
12. ENTIRE AGREEMENT: This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Washington State Department of Corrections

King County

Gary Banning
Contracts Administrator

Date

Ron Sims
King County Executive

Date

King County Sheriff

Date

**APPROVED AS TO FORM
ONLY:**
King County Prosecutor

Date