



**King County
Metropolitan King County Council
Budget and Fiscal Management Committee**

STAFF REPORT

Agenda Items No.: 5 & 6
Proposed Ord. No.: 2009-0585
2009-0586

Date: October 26, 2009
Prepared By: Rebecha Cusack

SUBJECT

The Committee has before it today two ordinances relating to possible flooding in the Green River Valley. **Proposed Ordinance 2009-0585 and Proposed Ordinance 2009-0586** authorize the execution of two interlocal agreements [ILAs] for emergency inmate housing should a threat of imminent danger occur at the Maleng Regional Justice Center as authorized by the State Interlocal Cooperation Act [RCW 39.34]; both declare an emergency.

ISSUE

Pierce County [2009-0585]: Is it a reasonable policy and business decision to provide enhances protection of public safety by entering into an interlocal agreement with Pierce County Sheriff's Department for minimum of 84 beds and a maximum of 168 beds at the rate of \$25 per day per inmate in advance of a possible flood caused by the damage of the Howard Hanson Dam abutment?

Kitsap County [2009-0586]: Is it a reasonable policy and business decision to provide enhances protection of public safety by entering into an interlocal agreement with Kitsap County Sheriff's Department for a maximum of 114 beds at the rate of \$28 per day per inmate in advance of a possible flood caused by the damage of the Howard Hanson Dam abutment?

BACKGROUND

The proposed ordinances are directly related to emergency action taken by the Council on October 19th when it approved \$27.225 million into fund 3141 [building repair and replacement] for emergency funding for the general fund agencies that could be affected should the Green River Valley flood. Of that appropriation, \$1,873,849 was approved for the Department of Adult and Juvenile Detention [DAJD].

ANALYSIS

By applying the 17,600 cfs modeling standard it was determined that the detention portion of the MRJC, which houses up to 1,364 inmates, would be under two-to-three feet of water in the event of a flood. According to Executive staff there are currently 800 inmates at the facility. The Executive proposed a multi-phased approach to the potential emergency. First, on November 1st 150 - 200 inmates will be relocated from the MRJC detention facility

to the King County Correctional Facility [KCCF]¹. These inmates are those with [a] medical problems, [b] on-going behavioral issues or [3] on-going legal matters at the King County Courthouse.

Second, the remaining 600² would be evacuated when there is a threat of imminent danger. If no flooding were to occur, these inmates would be returned to the MRJC detention facility. This cycle of relocation and re-occupancy could reoccur throughout the flood season. The inmates that would be "housed" under this second category are those provided for under these ILAs. These are the first of three ILA's that are anticipated as being needed should an issuance of "threat of imminent danger" be issued. The agreements allow the Executive to execute them in "substantially the form" of the Agreements before you. Following is a comparison of the Pierce and Kitsap ILA's:

	Pierce	Kitsap	
Duration	Through 12/31/10 and can be extended by 1 year	Through 12/31/10 and can be extended by 1 year	Provides for reciprocity if either Kitsap or Pierce need help
Daily Cost per inmate	\$25	\$28	Beds, food, laundry supplies, managing inmate accounts, onsite medical ³ , psychiatric & dental
Total # of inmate beds	84 - 168 [maximum]	114 maximum	
Total cost/day	\$2,352 - \$4,200	\$3,192	
Visitation	Allows for families & professionals to visit	While not embedded in the ILA, according to Executive staff visitations are allowed	
Commissary privileges	Provided	Provided	
Additional costs to county may include	Off-site medical, psychiatric & dental services, <i>storage costs</i> , inmate transportation costs, <i>IT costs that exceed the amount estimated in the daily rate</i>	Off-site medical, psychiatric & dental services	

¹ The Hammer Settlement limits the KCCF population to 1697. According to DAJD the current KCCF population is 1,450. Assuming that population number, the maximum number of inmates that could move to the facility is 247. Populations are not static and there will need to be "capacity" open at the KCCF. By moving in 200 inmates the Executive feels that the population can be managed to the Hammer threshold.

² At a recent Budget & Fiscal Management Committee meeting a question was raised by a member regarding the cost per relocation of the "600" inmates from the MRJC detention facility. The response received was that assuming a minimum of 3 days per evacuation the cost would be \$137,943 per occurrence.

³ Kitsap County contracts with ConMed Healthcare, Inc. for in-house medical and mental health care. Pierce County: under the terms of the agreement Pierce County will provide or arrange for King County's inmates to receive medical, psychiatric and dental care. The parties are still negotiating how to best provide these services and it is possible that King County may provide some or all of these services at the Pierce County jail.

The ILA's would only be implemented in the event of relocation of inmates from the Maleng Regional Justice Center.

Because of the dynamic nature of flood planning both ILA's still require further negotiation with the affected represented employees. The goal is to have the negotiations completed prior to a flood event. Because negotiations are not final, each ordinance would need to be amended to recognize the status of the negotiations.

In addition there is a purely technical title amendment needed for the Kitsap ILA [PO 2009-0586]

OPTIONS:

1. Report out the legislation as amended:

Pro:

- Recognizes the dynamic nature of the flood planning process
- Provides for on-going negotiations with represented employees
- Provides the flexibility needed in the event of a flood

Con:

- Collective bargaining obligations are being finalized

INVITEES

Noel Treat, Chief of Staff – Executive

Kathy van Olst, Director – DAJD

Beth Goldberg, Deputy Director, OMB

Krista Camenzind, Budget Supervisor – OMB

Hikari Tamura, Deputy Director -DAJD

John Gerberding, Senior Deputy Prosecuting Attorney – PAO

David Eldred, Senior Deputy Prosecuting Attorney – PAO

ATTACHMENTS

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October 14, 2009

The Honorable Dow Constantine
Chair, King County Council
Room 1200
COURTHOUSE

Dear Councilmember Constantine:

Today, I am transmitting two emergency based interlocal agreements and accompanying legislation for your consideration. These agreements will be implemented in the event that an evacuation of the Maleng Regional Justice Center (MRJC) Detention facility is required due to a flood in the Green River Valley.

As described in my September 17, 2009 letter, King County has been informed by the Army Corps of Engineers (USACE) that damage to the Howard Hanson Dam's impoundment structure could lead to widespread flooding in the Green River Valley. Early predictions indicate that two to three feet of water at ground floor elevations could flood the detention portion of the MRJC, leaving it uninhabitable for inmates and staff. The attached interlocal agreements provide for the critical emergency housing at the Pierce County and Kitsap County jails for 282 inmates. We are also working diligently to reach a final agreement the Federal Detention Center on similar contract.

The Department of Adult and Juvenile Detention (DAJD) has held on average approximately 800 inmates per day at the MRJC in 2009. DAJD has developed a plan to reduce the number of inmates held at the MRJC to minimize the number of individuals who will need to be evacuated in the event of a flood warning. The plan entails:

- First, effective November 1, 2009, DAJD will maximize usage of the downtown King County Correctional Facility (KCCF) by transferring approximately 150-200 inmates from the MRJC to KCCF. The goal is to leave those inmates at the MRJC who are either the responsibility of the Department of Corrections or sentenced inmates, although, under any scenario there will be inmates that will have open court matters still remaining at the MRJC.

- Second, DAJD has contacted the Washington State Department of Corrections (DOC) and requested that if a flood is impending, as determined by established Office of Emergency Management (OEM) triggers, DOC move 120 of its inmates to one of its other contract locations.
- Third, in November, DAJD will move all juvenile declines, those inmates who are held at the MRJC as adults due to either charge or age (25-30 juveniles), to the juvenile detention facility. These inmates will be held in separate units and kept separate from other youth in the facility.
- Lastly, DAJD continues to explore with its criminal justice partners the possibility of implementing a transfer policy that would allow some inmates who have no open charges to transfer to Work Education and Release (WER), Electronic Home Detention (EHD), or community service.

Even with these mitigation strategies, DAJD will need to relocate several hundred inmates to our regional and state partners. The agreement with Pierce County provides the county the ability to relocate 168 inmates with emergency notice. This contract will only be implemented in case of an emergency and at the direction of the King County Executive. The daily cost to King County will be \$25 a day per inmate, plus the cost of King County corrections officers to guard King County inmates at the Pierce County facility. In addition, the contract allows for the continuation of tracking any inmates through our current information technology systems, provides for visiting by family, professionals, and finally allows for commissary purchases.

The agreement with Kitsap County provides the county the ability to relocate 114 inmates with emergency notice. The daily cost to King County will be \$28 a day per inmate, plus the cost of King County corrections officers to guard King County inmates at the Kitsap County facility. In addition, the contract provides access to inmates by King County personnel, and allows for commissary purchases.

King County is continuing to work with Pierce and Kitsap counties to identify other operational needs related to a temporary transfer of inmates.

The declaration of emergency in the attached ordinances will allow immediate emergency enactment of these interlocal agreements upon council approval. Such a step is vital as November 1 is the official beginning of flood season in King County.

I want to express my deep appreciation to Pierce and Kitsap counties for their foresight in flood planning efforts and cooperation in allowing the use of their inmate beds in case of emergency. And, as noted in the interlocal, the agreement is reciprocal. If either county needs similar assistance before the end of the agreement on December 31, 2010, King County will provide what assistance it is able.

FISCAL NOTE

Ordinance/Motion No.
 Title: Interlocal Agreement between King County and Pierce County for Emergency Inmate Housing
 Affected Agency and/or Agencies: DAJD
 Note Prepared By: Jo Anne Fox
 Note Reviewed By: Krista Camenzind

Impact of the above legislation on the fiscal affairs of King County is estimated to be:

Revenue to:

Fund Title	Fund Code	Revenue Source	Current Year 2009	1st Year 2010	2nd Year 2011	3rd Year 2012
Bldg R&M/FEMA	3141 / FEMA		unknown	unknown		
TOTAL			0	0	0	0

Expenditures from:

Fund Title	Fund Code	Department	Current Year 2009	1st Year 2010	2nd Year 2011	3rd Year 2012
CX	10	910	unknown	unknown		
TOTAL			0	0	0	0

Expenditures by Categories

	Current Year 2009	1st Year 2010	2nd Year 2011	3rd Year 2012
Salaries & Benefits	unknown	unknown		
Supplies & Services	unknown	unknown		
Other - bed space	unknown	unknown		
Other - overtime	unknown	unknown		
TOTAL	0	0	0	0

Assumptions:

- This agreement will be effective upon execution, continue through 12-31-2010 and may be renewed for successive 1-year periods.
- Total expenditures will depend on actual emergency usage of inmate beds in Pierce County. Revenues will come from the 2009 Green River Flood Supplemental funding in Building Repair and Maintenance Fund 3141 and from FEMA reimbursement.
- Pierce County will provide housing for King County inmates at the cost of \$25 per day, per inmate.
 $\$25 \text{ per day per inmate for } 168 \text{ inmates} = \$4,200 \text{ per day}$
- Pierce County rate of \$25 per day, per inmate will include:
 84-168 inmate beds in 1-2 housing units at the Pierce county facility, plus an office for the sergeant.
 Housing will include food, unit supplies, laundry supplies.
 On-site medical, psychiatric and dental services.
 Setting up and managing inmate accounts.
 Computers (maximum of 3) for use in each housing unit (one per unit) and one for the sergeant's office, and internet access.
- Additional costs to King County may include:
 Off-site medical, psychiatric and dental services.
 Storage costs for Pierce County items currently stored in the second housing unit, estimated at \$200/month.
 Inmate transportation costs.
 Potential Pierce County IT costs that exceed estimates used in developing the \$25/day rate.
 84 mattresses for the second housing unit, estimated at \$9,400.
- Other Impacts: Loss of inmate phone and commissary revenues.

FISCAL NOTE

Ordinance/Motion No.
 Title: Interlocal Agreement between King County and Kitsap County for Emergency Inmate Housing
 Affected Agency and/or Agencies: DAJD
 Note Prepared By: Jo Anne Fox
 Note Reviewed By: Krista Camenzind

Impact of the above legislation on the fiscal affairs of King County is estimated to be:

Revenue to:

Fund Title	Fund Code	Revenue Source	Current Year 2009	1st Year 2010	2nd Year 2011	3rd Year 2012
Bldg R&M/FEMA	3141 / FEMA		unknown	unknown		
TOTAL			0	0	0	0

Expenditures from:

Fund Title	Fund Code	Department	Current Year 2009	1st Year 2010	2nd Year 2011	3rd Year 2012
CX	10	910	unknown	unknown		
TOTAL			0	0	0	0

Expenditures by Categories

	Current Year 2009	1st Year 2010	2nd Year 2011	3rd Year 2012
Salaries & Benefits	unknown	unknown	Salaries & Benefits	
Supplies & Services	unknown	unknown	Supplies & Services	
Other - bed space	unknown	unknown	Other - bed space	
Other - overtime	unknown	unknown	Other - overtime	
TOTAL	0	0	0	0

Assumptions:

- This agreement will be effective upon execution, continue through 12-31-2010 and may be renewed for successive 1-year periods.
- Total expenditures will depend on actual emergency usage of inmate beds in Kitsap County. Revenues will come from the 2009 Green River Flood Supplemental funding in Building Repair and Maintenance Fund 3141 and from FEMA reimbursement.
- Kitsap County will provide housing for King County inmates at the cost of \$28 per day, per inmate.
 $\$28 \text{ per day per inmate for } 114 \text{ inmates} = \$3,192 \text{ per day}$
- Kitsap County rate of \$28 per day, per inmate will include:
 114 inmate beds in 2 housing units at the Kitsap county facility, plus an office for the sergeant.
 Housing will include food, unit supplies, laundry supplies.
 On-site medical, psychiatric and dental services.
 Setting up and managing inmate accounts.
- Additional costs to King County may include:
 Off-site medical, psychiatric and dental services.
 Prescription costs for King County inmates.
 Inmate transportation costs.
- Other Impacts: Loss of inmate phone and commissary revenues.



King County

KING COUNTY

Signature Report

October 23, 2009

Attachment B

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Ordinance

Proposed No. 2009-0585.1

Sponsors Gossett

1 AN ORDINANCE relating to emergency inmate housing;
 2 authorizing the execution of an interlocal agreement
 3 between King County and Pierce county allowing King
 4 County to hold up to one hundred sixty-eight inmates at
 5 Pierce county in the event of an emergency; and declaring
 6 an emergency.

8 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

9 SECTION 1. Findings:

10 A. After the flooding in January of this year, the United States Army Corps of
 11 Engineers ("the Corps") discovered two depressions on the right abutment adjacent to the
 12 Howard Hanson cam.

13 B. The Corps is currently assessing the damage to the right abutment and has
 14 determined that until the assessment can be completed, the Corps will reduce the amount
 15 of water that it will allow to be stored behind the dam in order to protect the integrity of
 16 the dam.

17 C. Reducing the amount of stored water means that during large rain events there
18 is a higher risk of flooding in the Green River valley.

19 D. The Norm Maleng Regional Justice Center is at a high risk of flooding if the
20 Howard Hanson dam is compromised.

21 E. The Norm Maleng Regional Justice Center contains a King County detention
22 facility which holds up to one thousand three hundred felony and misdemeanor inmates.

23 F. Public safety is the most fundamental purpose of government, and citizens
24 rightfully expect government to respond rapidly in the face of significant threats to life
25 and property.

26 G. Acting proactively to respond and address the significant threats of
27 emergencies, the county needs to ensure relocation capacity for inmates held at the Norm
28 Maleng Regional Justice Center.

29 H. Pierce county and King County are authorized to operate correctional
30 facilities.

31 I. King County wishes to contract with Pierce county for the incarceration of
32 King County inmates in the event of an emergency.

33 J. Pierce county is amenable to accepting and keeping inmates received from
34 King County in the event of an emergency.

35 SECTION 2. The King County executive is hereby authorized to execute an
36 interlocal agreement, in substantially the form of Attachment A to this ordinance,
37 allowing King County to hold up to one hundred sixty-eight inmates at Pierce county in
38 the event of an emergency.

39 SECTION 3. The county council finds as a fact and declares that an emergency
40 exists and that this ordinance is necessary for the immediate preservation of public peace,
41 health or safety or for the support of county government and its existing public
42 institutions.
43

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

ATTEST:

APPROVED this ____ day of _____, _____.

Attachments A. Emergency Jail Agreement Between King County and Pierce County Sheriff's
 Department

Emergency Jail Agreement
Between
King County and Pierce County Sheriff's Department

THIS AGREEMENT is made and entered into by and between the Pierce County Sheriff's Department, and King County, a political subdivision of the State of Washington (hereinafter "King County").

RECITALS

WHEREAS: King County has a need for options to house inmates elsewhere in case of emergencies; and

WHEREAS: Pierce County Sheriff's Department has available housing to assist King County in an emergent situation; and

WHEREAS: King County and Pierce County Sheriff's Department have identified a plan and cost reimbursement for this emergency housing; and

WHEREAS: this agreement may be reciprocal for Pierce County Sheriff's Department and if needed both parties shall negotiate terms.

AGREEMENT

For and in consideration of the conditions, covenants and agreements contained herein the parties agree as follows:

1. PURPOSE:

It is the purpose of this Agreement to provide for the use by King County of the Pierce County Sheriff's Department and the services set forth herein at the Pierce County Sheriff's Department, 930 Tacoma Ave. S. Tacoma, WA. 98402

2. MAILING AND CONTACT ADDRESS:

Except as otherwise provided herein, all notices, reports and correspondence required or allowed by this Agreement shall be made to the following:

Pierce County: Pierce County Facility
Attn: Business Unit
Pierce County Sheriff's Department
930 Tacoma Ave. S.
Tacoma, WA 98402
Phone: 253.798.6444
Facsimile: 253.798.6712

Contract Agency: King County, Department of Adult and Juvenile Detention
Director
500 5th Ave
Seattle WA, 98104
Phone: 206.296.1268
Facsimile: 206.296.0570

Emergency Contacts for Inmate Death, Escape, or Urgent Medical Care:
Shift Commander at King County Correctional Facility
Phone: (206) 296-7765
Facsimile: (206) 296-0297

AND for Inmate Death or Urgent Medical Care:

Jail Health Administrator on Call
Phone: (206) 296-1092
Facsimile: (206) 296-1771

General Notices and Operational Contacts for Transports, Off-site Medical, Transfer of Custody
Shift Commander at King County Correctional Facility
Phone: (206) 296-7765
Facsimile: (206) 296-0297

3. TELEPHONE NOTICES:

The parties agree that notice may need to be given at any hour of day and on any day of the week and therefore that, when required, notice by telephone is deemed given if the above numbers are called regardless of whether there is an answer; provided, if there is no answer and an automated message system is in place, a voice message will be left.

4. GENERAL TERMS:

(a) In the event of an emergency Pierce County agrees to house King County inmates in Pierce County correctional facilities. Housing shall not exceed 168 beds and shall be a minimum of 84 beds. These inmates will be under the supervision of corrections officers from King County.

(b) King County shall:

1. King County officers will take the hospital guard responsibility within two hours of inmate transport to a local hospital.
2. King County shall pay for hospital billing or off site medical appointments.
3. King County will staff each unit with two officers and a Sergeant for 1-2 units. Pierce County shall provide the Sergeants with an interview room for an office.
4. King County will provide an officer to assist in laundry.
5. King County will supply inmate uniforms.
6. King County will provide 84 mattresses to use if the housing is two units, said mattresses will be returned to King County at the end of the housing period.
7. If King County uses a second unit, King County will pay for storage of items currently stored in this unit and will assist in movement of these items.

(c) Pierce County shall:

1. Pierce County shall only accept classification level of inmates of Medium to Minimum. Inmates that arrive cannot have "keep separates" for they will all be housed in the same unit.
2. Pierce County will provide or arrange for King County's inmates to receive such medical, psychiatric and dental services as may be necessary to safeguard their health while confined, in accordance with state and federal law and with the policies and procedures in effect at Pierce County.
3. Pierce County shall provide emergency response for any emergencies called by their officers "codes". These are such things as response to fights, medical emergencies, etc.
4. Pierce County shall provide maintenance, food, unit supplies, and laundry supplies.
5. Pierce County will provide institutional knowledge (i.e. escape routes, emergency response, etc.) training to assigned King County officers.
6. Pierce County will provide necessary access and keys to staff.
7. Pierce County will provide King County staff with a staff meal per staff per shift.

5. COMPENSATION FROM CONTRACT AGENCY:

(a) In return for Pierce County Sheriff's Department housing of each inmate of King County, King County shall pay the Pierce County twenty – five dollars (\$25.00) for every calendar day, or portion thereof, that said inmate is in the custody of Pierce County Sheriff's Department.

(b) Billing. Pierce County Sheriff's Department will provide a detailed invoice to King County for all amounts due to the Pierce County Sheriff's Department under this Agreement for the services rendered in the prior calendar month. Payment shall be due from King County within thirty (30) days of the invoice date.

PAYMENT: Pierce County Sheriff's Department shall bill King County on a monthly basis for the services provided. Billings shall be mailed to:

**Deputy Director Hikari Tamura
King County
500 Fifth Avenue
Seattle, WA 98104**

REIMBURSEMENT: Shall occur within 30 days of receipt of invoice and shall be mailed to:

**Business Unit
Pierce County Sheriff's Department
930 Tacoma Ave. S.
Tacoma, WA 98402**

6. MEDICAL TREATMENT:

(a) Services Provided. Pierce County Sheriff's Department will provide or arrange for King County's inmates to receive such medical, psychiatric and dental services as may be necessary to safeguard their health while confined, in accordance with state and federal law and with the policies and procedures in effect at Pierce County Sheriff's Department.

(b) Off-Site Medical Treatment. In the event a King County inmate needs non-emergency medical, dental or psychiatric treatment that is not available at Pierce County, Pierce County Sheriff's Department shall notify King County and King County shall transport such inmate back to a King County facility within reasonable amount of time and Pierce County Sheriff's Department will notify immediately of proposed transport. In the event a King County inmate needs emergency medical, dental or psychiatric treatment that is not available at Pierce County, Pierce County Sheriff's Department shall arrange medical transport to a local hospital, and notify King County within four hours after any such transfer. King County will be responsible for assuming hospital guarding duties within two hours of such notice and King County will house the inmate after the inmate is discharged from the hospital. Notices required by this paragraph shall be by telephone call to King County's designated contact and confirmed in writing via facsimile as noted in Section 2. The determination of whether a King County inmate requires medical, dental or psychiatric services outside of Pierce County shall be made by Pierce County Sheriff's Department.

(c) Records. The Pierce County Sheriff's Department shall keep records of all medical, psychiatric or dental services it provides to an inmate, and shall send a copy of the medical record via facsimile to King County Jail Health Services upon an inmate's return to King County.

7. TRANSPORTATION OF KING COUNTY INMATES:

Regular Transport. King County will transport inmates to and from Pierce County Sheriff's Department. Pierce County Sheriff's Department shall have sole discretion to set the day and time of such transports, but Pierce County Sheriff's Department shall confer with King County

prior to setting such days and times and shall use its best efforts to schedule such transports at times that are convenient for King County.

8. TRANSFER OF CUSTODY:

(a) Pierce County Sheriff's Department shall not be required to take custody of or assume control of or responsibility for any property of the inmate, except for the inmate's supply of medicine, inmate funds transferred from King County to be administered by Pierce County Sheriff's Department according to section 11(b), and such personal property that Pierce County Sheriff's Department allows inmates to keep in their cell. King County's officers delivering an inmate to the transportation location shall be responsible for ensuring that all paperwork is in order and that all property allowed to be transported with the inmate is properly packaged.

(b) Further Transfer of Custody. Except as otherwise allowed by Section 10 of this Agreement, Pierce County Sheriff's Department will not transfer custody of any inmate confined pursuant to this Agreement to any agency other than to King County.

(c) Responsibilities Upon Assumption of Custody. Upon transfer of custody to Pierce County Sheriff's Department, it shall be King County Staff's responsibility to confine the inmate; to supervise, discipline and control said inmate; and to administer the inmate's sentence pursuant to the order of the committing court in the State of Washington and King County's determinations regarding early release credits. It is King County's duty to determine the amount, if any, of early release credits earned by each of its inmates. (d) Resumption of Custody by Contract Agency. No inmate held under this Agreement will be released by Pierce County Sheriff's Department. King County shall be responsible for determining the release date for the inmates held by Pierce County Sheriff's Department under this Agreement.

(d) Resumption of Custody by Contract Agency. No inmate held under this Agreement will be released by Pierce County Sheriff's Department. King County shall be responsible for determining the release date for the inmates held by Pierce County Sheriff's Department under this Agreement.

(e) Responsibilities Upon Return of Inmate to King County. Upon return of custody to King County, Pierce County Sheriff's Department shall provide a completed custody transfer form, a copy or summary of each inmate's medical records held by Pierce County Sheriff's Department for the current booking and any other documentation reasonably requested by King County. If such additional information is requested by King County regarding a particular inmate, the parties shall mutually cooperate to obtain such information. Pierce County Sheriff's Department shall also provide all inmate funds and personal property of each inmate transferred from Pierce County Sheriff's Department to King County.

9. RIGHT TO REFUSE/RETURN AN INMATE:

In addition to the right to return or refuse to accept inmates, Pierce County Sheriff's Department shall have the right to return or refuse to accept any of King County's inmates under any one of the following additional circumstances.

(a) Pending Medical Needs. Pierce County Sheriff's Department shall have the right to refuse to accept any Contract Agency inmate who appears to Pierce County Facility to be in need of urgent medical, psychiatric or dental attention.

(b) Problematic Medical History or Behavior and New Medical Conditions. Pierce County Sheriff's Department shall have the right to return or refuse to accept any Contract Agency's inmate that, in the sole judgment of Pierce County Sheriff's Department, presents a risk of escape, presents a risk of injury to other persons or property, develops an illness or injury or behaves in any other manner that in Pierce County Sheriff's Department's opinion may adversely affect or interfere with the efficient operations of Pierce County Sheriff Department.

(c) Litigation. Pierce County Facility shall have the right to return or refuse to accept any Contract Agency inmate that files a claim or lawsuit against Pierce County Facility.

10. REMOVAL FROM JAIL - OTHER GROUNDS: King County's inmates may be removed from Pierce County Sheriff's Department for the following reason(s):

(a) Request by King County. Pierce County Sheriff's Department will release King County's inmate upon written request of King County for transfer of custody back to King County. In such case, the inmate will be transported by King County's officer.

(b) Treatment Outside of Jail. Any of King County's inmates may be removed from Pierce County Sheriff's Department for medical, psychiatric or dental treatment or care not available within Pierce County Sheriff's Department.

(c) Catastrophe. Any of King County's inmates may be removed from Pierce County Sheriff's Department in the event of any catastrophic condition presenting, in the sole discretion of Pierce County Sheriff's Department, an imminent danger to the safety of the inmate(s) or personnel of Pierce County Sheriff's Department. In such case, Pierce County Sheriff's Department will inform King County, at the earliest practicable time, of the whereabouts of the inmate(s) so removed and shall exercise all reasonable care for the safekeeping and custody of such inmate(s).

(d) Return of Inmate. Any of King County's inmates may be removed from Pierce County Facility to return an inmate to King County under the terms of Section 9.

11. INMATE RIGHTS, ACCOUNTS AND PROGRAMS:

(a) Early Release Credit and Discipline. With respect to King County's inmates, King County shall maintain and manage disciplinary issues and will administer sanctions as per facility rules. No discipline prohibited by federal or state law will be permitted. Except as otherwise provided herein, the disciplinary policies and rules of the Pierce County Sheriff's Department will apply equally to inmates confined pursuant to this Agreement and to those otherwise confined.

(b) Inmate Accounts. Pierce County Sheriff's Department shall establish and maintain an account for each inmate received from King County and shall credit to such account all money received from an inmate or from King County on behalf of an inmate. Pierce County Sheriff's Department shall make disbursements from such accounts by debiting such accounts in accurate amounts for items purchased by the inmate for personal needs. Disbursements shall be made in limited amounts as are reasonably necessary for personal maintenance. At termination or

expiration of this Agreement, an inmate's return to King County, or death or escape of an inmate, Pierce County Sheriff's Department shall submit a check to King County in the name of each inmate eligible for reimbursement in order to transfer an inmate's money to an inmate account administered by King County.

(c) Programs. The Pierce County Sheriff's Department will not be providing King County's inmates with educational, recreational and social service programs.

(d) Inability to Serve Time Outside of Facility. King County's inmates will not be allowed to leave the jail for participation in correctional work crews, work release programs, home monitoring or any other program in which other inmates sometimes are allowed to leave the physical confines of the jail as part of serving their sentence.

(e) Facility Conditions. Pierce County Sheriff's Department shall operate its correctional facility consistent with all applicable federal, state and local laws and provide King County's inmates with conditions of confinement that at least meet those required by state and federal law, including, but not limited to, conditions related to diet, health care, clean clothing, exercise and outside recreation, visitation, use of force, access to legal materials, and religious practices.

12. ACCESS TO FACILITY AND PRISONERS:

(a) Access to Facility. King County shall have the right to inspect, at mutually agreeable times, Pierce County Sheriff's Department in order to confirm such jail maintains standards acceptable to King County and that its inmates are treated appropriately.

(b) Access to Inmates. King County personnel shall have the right to interview inmates from King County at any reasonable time (8:00 A.M. to 10:00 P.M.) within the Pierce County Sheriff's Department.

(c) Any professional visitors that regularly see their clients (attorney, chaplains, etc.) in King County need to be on Pierce County Sheriff's Department professional visitor access list.

(d) King County inmates shall have access for visiting.

13. ESCAPES AND DEATHS:

(a) Escapes. In the event of an escape by a King County inmate from Pierce County Sheriff's Department, King County will be notified immediately. Notification shall be by telephone call to King County's designated contact, and confirmed in writing via facsimile as noted in Section 2 for Emergency Contact.

(b) Deaths. In the event of a death of a King County inmate in the Pierce County Sheriff's Department, King County shall be notified immediately. Notification shall be by telephone call to King County's designated contact, and confirmed in writing via facsimile as noted in Section 2 Emergency Contact. The Pierce County Sheriff's Department will immediately provide a copy of all records to King County including correctional records and medical records. The Pierce County Sheriff's Department shall cooperate in inquest proceedings, if any. The Pierce County Sheriff's Department shall follow the written instructions of King County regarding the disposition of the body.

14. RECORD KEEPING:

The Pierce County Sheriff's Department agrees to maintain a system of record keeping relative to the booking and confinement of each of King County's inmates consistent with the record keeping by the Pierce County Sheriff's Department for all other inmates. Pierce County Sheriff's Department shall make copies of said records available to King County upon request.

15. DURATION:

This Agreement shall be effective upon execution by both parties and shall continue through December 31, 2010 unless terminated earlier. This Agreement may be renewed for successive periods of one year by written addendum executed by all parties hereto under such terms as the parties agree in writing. Negotiation for extension of this contract may occur and shall occur 90 days in advance of the end date of this contract (12/31/10).

16. GOVERNING LAW/VENUE:

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 this Agreement and an inmate's confinement under this Agreement. The parties further agree that venue for any legal action undertaken by one of the parties regarding the terms of this Agreement shall be in King County Washington.

17. NON-DISCRIMINATION POLICY:

The Pierce County Sheriff's Department and King County agree not to discriminate in the performance of this Agreement because of race, color, national origin, sex, age, religion, creed, marital status, disabled or Vietnam era veteran status, or the presence of any physical, mental, or sensory handicap.

18. WAIVER OF RIGHTS:

No waiver of any right under this Agreement shall be effective unless made in writing by an authorized representative of the party to be bound thereby. Failure to insist upon full performance on any occasion shall not constitute consent to or waiver of any continuation of nonperformance or any later nonperformance; nor does payment of a billing or continued performance after notice of a deficiency in performance constitutes acquiescence thereto.

19. TERMINATION:

(a) Termination For Convenience. This Agreement may be terminated without cause prior to expiration by written notice from either party delivered by regular mail to the contact person at the address set forth herein.

(b) Termination for Cause. Either party may terminate this Agreement for cause if the other party breaches any terms hereof and fails to cure any breach within sixty (60) days written notice by the other party of the specific breach and a request to cure. At least 30 days prior to the effective date of any termination under this provision, the party seeking termination shall provide

written notice of a specific plan for the transporting of King County's inmates prior to the effective date of termination.

(c) Transport of Inmates Upon Termination of Contract. In the event of a termination of the Agreement in compliance with Section 19 (a) or (b) above, the parties shall make good faith efforts to transport all inmates via regular transports as provided in Section 7 prior to the effective termination date. If additional transports are required to allow transport of all of Contract Agency's inmates prior to effective date of termination, any needed additional transports shall be the responsibility of the party giving notice of termination in the case of a termination for convenience under Section 19 (a), and the responsibility of the party in breach in the case of a termination for cause under Section 19 (b).

20. DEFENSE AND INDEMNITY AGREEMENT:

Each party agrees to defend, indemnify and save harmless the Other Party, its appointed and elective officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon The Indemnified Party, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting there from, sustained by any person or persons and on account of damage to property including loss of use thereof, due to the negligence of the Indemnifying Party, its Subcontractors, its successor or assigns, or its or their agent, servants, or employees.

If the claim, suit, or action for injuries, death, or damages as provided for in the preceding paragraph of this contract is caused by or results from the concurrent negligence of (a) the indemnities or the indemnities agents or employees, and (b) the indemnitor or the indemnitor's agents or employees, the indemnity provisions provided for in the preceding paragraph of this contract shall be valid and enforceable only to the proportional extent of the indemnitor's negligence.

21. ACCESS TO TECHNOLOGY:

Pierce County shall provide computer access to King County staff with the following understanding:

- (a) King County staff will use King County information technology systems to manage their inmates.
- (b) Each King County staff member using a Pierce County computer will be required to sign a Pierce County Computer Network and Information Security Access agreement attached and identified in this agreement as Exhibit "A."
- (c) Pierce County Sheriff Department shall provide one computer per pod for King County staff, plus an additional computer in the Sergeant's office.

(d) Login for each authorized King County user will include Internet access which is filtered and logged and is expected to provide access to King County information technology systems.

(e) Additional details shall be coordinated as it relates to access to the Pierce County online system for processing and housing of King County inmates via the Pierce County Computer Network. These details shall be completed no later than November 1, 2009. Pierce County shall initiate an amendment to the agreement, if necessary to document the final results of the discussions between King County and Pierce County Information Technology Departments.

(f) Pierce County Sheriff Department may ask for reimbursement from King County for services provided by the Pierce County Information Technology Department in support of this agreement, if the costs exceed those identified in developing the rate of \$25 which included the day-to-day costs for the provision of these services. The reimbursement would only be if these costs become astronomical.

October 26, 2009

rc

Sponsor: Ferguson

Proposed No.: 2009-0585

1 **AMENDMENT TO PROPOSED ORDINANCE 2009-0585, VERSION 1**

2 On page 2, after line 38, insert:

3 "SECTION 3. The executive shall fulfill the county's collective bargaining
4 obligations related to the interlocal agreement before holding inmates at Pierce county."

5 Renumber the remaining section consecutively and correct any internal references
6 accordingly.

7 **EFFECT: Acknowledges the need to meet bargaining obligations**



Signature Report

October 23, 2009

Ordinance

Proposed No. 2009-0586.1

Sponsors Gossett

1 AN ORDINANCE relating authorizing the execution of an
2 interlocal agreement between King County and Kitsap
3 county allowing King County to hold up to one hundred
4 fourteen inmates at Kitsap County in the event of an
5 emergency; and declaring an emergency.

6
7 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

8 SECTION 1. Findings:

9 A. After the flooding in January of this year, the United States Army Corps of
10 Engineers ("the Corps") discovered two depressions on the right abutment adjacent to the
11 Howard Hanson dam.

12 B. The Corps is currently assessing the damage to the right abutment and has
13 determined that until the assessment can be completed, the Corps will reduce the amount
14 of water that it will allow to be stored behind the dam in order to protect the integrity of
15 the dam.

16 C. Reducing the amount of stored water means that during large rain events there
17 is a higher risk of flooding in the Green River valley.

18 D. The Norm Maleng Regional Justice Center is at a high risk of flooding if the
19 Howard Hanson dam is compromised.

20 E. The Norm Maleng Regional Justice Center contains a King County detention
21 facility which holds up to one thousand three hundred felony and misdemeanor inmates.

22 F. Public safety is the most fundamental purpose of government, and citizens
23 rightfully expect government to respond rapidly in the face of significant threats to life
24 and property.

25 G. Acting proactively to respond and address the significant threats of
26 emergencies, the county needs to ensure relocation capacity for inmates held at the
27 Maleng Regional Justice Center.

28 H. Kitsap county and King County are authorized to operate correctional
29 facilities.

30 I. King County wishes to contract with Kitsap county for the incarceration of
31 King County inmates in the event of an emergency.

32 J. Kitsap county is amenable to accepting and keeping inmates received from
33 King County in the event of an emergency.

34 SECTION 2. The King County executive is hereby authorized to execute an
35 interlocal agreement, in substantially the form of Attachment A to this ordinance,
36 allowing King County to hold up to one hundred fourteen inmates at Kitsap county in the
37 event of an emergency.

38 SECTION 3. The county council finds as a fact and declares that an emergency
39 exists and that this ordinance is necessary for the immediate preservation of public peace,

Ordinance

40 health or safety or for the support of county government and its existing public
41 institutions.
42

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

ATTEST:

APPROVED this ____ day of _____, _____

Attachments A. Interlocal Agreement between King County and Kitsap County for Provision of
Emergency Jail Services

[Faint, illegible text spanning the middle of the page, possibly bleed-through from the reverse side.]

Interlocal Agreement between King County and Kitsap County for Provision of Emergency Jail Services

THIS AGREEMENT is made and entered into by and between the Kitsap County Sheriff's Office, and King County, a political subdivision of the State of Washington (hereinafter "King County").

RECITALS

WHEREAS: King County has a need for options to house inmates elsewhere in case of emergencies; and

WHEREAS: Kitsap County Sheriff's Office has available housing to assist King County in an emergent situation; and

WHEREAS: King County and Kitsap County Sheriffs Office have identified a plan and cost reimbursement for this emergency housing; and

Now, therefore, in accordance with the Interlocal Cooperation Act (RCW chapter 39.34), Kitsap County and King County enter into this agreement.

AGREEMENT

For and in consideration of the conditions, covenants and agreements contained herein, the parties agree as follows:

1. PURPOSE:

It is the purpose of this Agreement to provide for the use by King County of the Kitsap County Sheriff's Office and the services set forth herein at the Kitsap County Sheriff's Office Jail, located at 614 Division Street, Port Orchard, WA 98366.

2. MAILING AND CONTACT ADDRESS:

Except as otherwise provided herein, all notices, reports and correspondence required or allowed by this Agreement shall be made to the following:

Kitsap County: Kitsap County Sheriff's Office
Attn: Chief Ned Newlin
Kitsap County Sheriff's Office
614 Division Street, MS 33
Port Orchard, WA 98366
Phone: 360.337.7107
Facsimile: 360.337.5780

Contract Agency: King County, Office of Adult and Juvenile Detention
Director
500 5th Avenue
Seattle WA 98104
Phone: 206.296.1268
Facsimile: 206.296.0570

Emergency Contacts for Inmate Death, Escape, or Urgent Medical Care:
Shift Commander at King County Correctional Facility
Phone: 206.296.7765
Facsimile: 206.296.0297

AND for Inmate Death or Urgent Medical Care:

Jail Health Administrator on Call
Phone: 206.296.1092
Facsimile: 206.296.1771

General Notices and Operational Contacts for Transports, Off-Site Medical, Transfer of Custody
Shift Commander at King County Correctional Facility
Phone: 206.296.7765
Facsimile: 206.296.0297

3. TELEPHONE NOTICES:

The parties agree that notice may need to be given at any hour of day and on any day of the week and therefore that, when required, notice by telephone is deemed given if the above numbers are called regardless of whether there is an answer; provided, if there is no answer and an automated message system is in place, a voice message will be left.

4. GENERAL TERMS:

(a) In the event of an emergency Kitsap County agrees to house King County inmates in Kitsap County Facility. Housing shall not exceed 114 beds (56 bed unit and 58 bed unit).

1. These inmates will be under the supervision of corrections officers from King County.
2. Kitsap County and King County will provide mutual emergency response for any emergencies called by any officer(s) to any housing units in which King County detainees are held under this contract within the Kitsap County Jail. These are such things as response to fights, medical emergencies, and the like.

(b) King County shall:

1. King County officers will take the hospital guard responsibility within four hours of inmate transport to a local hospital.
2. King County will staff each unit with two officers and a Sergeant for 1-2 units. Kitsap County shall provide the Sergeants with an interview room for an office.
3. King County will provide an officer to assist in laundry.
4. King County will supply inmate uniforms.

(c) Kitsap County shall:

1. Kitsap County Sheriff's Office will provide or arrange for King County's inmates to receive such medical, psychiatric and dental services as may be necessary to safeguard their health while confined, in accordance with state and federal law and with the policies and procedures in effect at Kitsap County.
2. Kitsap County shall provide maintenance, food, unit supplies, and laundry supplies.
3. Kitsap County will provide institutional knowledge (i.e., escape routes, emergency response, etc.) training to assigned King County officers.
4. Kitsap County will provide necessary access and keys to staff.
5. Kitsap County will provide King County staff with a staff meal per staff per shift.

5. COMPENSATION FROM CONTRACT AGENCY:

(a) Daily Rate. In return for Kitsap County Sheriff's Office housing of each inmate of King County, King County shall pay Kitsap County \$28.00 (twenty-eight dollars) for every calendar day, or portion thereof, that said inmate is in the custody of Kitsap County Sheriff's Office.

(b) Billing. Kitsap County Sheriffs Office will provide a detailed invoice to King County for all amounts due to the Kitsap County Sheriff's Office under this Agreement for the services rendered in the prior calendar month. Payment shall be due from King County within thirty (30) days of the invoice date.

PAYMENT: Kitsap County Sheriff's Office shall bill King County on a monthly basis for the services provided. Billings shall be mailed to:

**Deputy Director Hikari Tamura
King County
500 Fifth Avenue
Seattle, WA 98104**

REIMBURSEMENT: Shall occur within 30 days of receipt of invoice and shall be mailed to:

**Attn: Ms. Cindy Thurmon
Kitsap County Sheriff's Office Jail
614 Division Street, MS 33
Port Orchard, WA 98366**

6. MEDICAL TREATMENT:

(a) Services Provided. Kitsap County Sheriff's Office will provide or arrange for King County's inmates to receive such medical, psychiatric and dental services as may be necessary to safeguard their health while confined, in accordance with state and federal law and with the policies and procedures in effect at Kitsap County Sheriff's Office. Kitsap County contracts with ConMed Healthcare, Inc. for in-house medical and mental health care in the jail. The costs of these services are included in daily per diem rates charged to King County. Prescription costs are not covered under the in-house medical program at Kitsap County and will be the cost responsibility of King County for their inmates.

(b) Off-Site Medical Treatment. In the event a King County inmate needs non-emergency medical, dental or psychiatric treatment that is not available at Kitsap County, Kitsap County Sheriff's Office shall notify King County and King County shall transport such inmate back to a King County facility. In the event a King County inmate needs emergency medical, dental or psychiatric treatment that is not available at Kitsap County, Kitsap County Sheriff's Office shall arrange medical transport to a local hospital, and notify King County within four hours after any such transfer. King County will be responsible for assuming hospital guarding duties within four hours of such notice and King County will house the inmate after the inmate is discharged from the hospital. Notices required by this paragraph shall be by telephone call to King County's designated contact and confirmed in writing via facsimile as noted in Section 2.

(c) Off-Site Medical Costs. Off-site medical costs are expenses incurred for any treatment or procedure outside of the jail and include prescriptions, any in-patient or out-patient treatment or referral. King County shall be responsible for the cost of all outside medical costs for its inmates as provided herein. King County shall also be responsible for all costs associated with the delivery of medical, psychiatric and dental services provided to a inmate that are not available from the health care program within the county jail and for all emergency medical services, wherever provided. These costs shall be paid directly to the provider or as a reimbursement to the county, as directed by the county. The determination of whether a King County inmate requires emergent medical, dental or psychiatric services outside of Kitsap County shall be made by Kitsap County Sheriff's Office.

(d) Records. The Kitsap County Sheriff's Office shall keep records of all medical, psychiatric or dental services it provides to an inmate, and shall send a copy of the medical record via facsimile to King County Jail Health Services upon an inmate's return to King County.

(e) No Waiver of Right to Seek Reimbursement. The above paragraphs relating to medical costs are intended solely to define the obligations between the parties to this Agreement. Nothing contained within the provisions of this Agreement shall be construed to waive the rights of either

party to seek reimbursement for costs from the department of social and health services, or from the prisoner, or any other responsible third-party.

7. TRANSPORTATION OF KING COUNTY INMATES:

Regular Transport. King County will transport inmates to and from Kitsap County Sheriff's Office. Kitsap County Sheriff's Office shall have sole discretion to set the day and time of such transports, but Kitsap County Sheriff's Office shall confer with King County prior to setting such days and times and shall use its best efforts to schedule such transports at times that are convenient for King County.

8. TRANSFER OF CUSTODY:

(a) Kitsap County Sheriff's Office shall not be required to take custody of or assume control of or responsibility for any property of the inmate, except for the inmate's supply of medicine, inmate funds transferred from King County to be administered by Kitsap County Sheriff's Office according to section 10(b), and such personal property that Kitsap County Sheriff's Office allows inmates to keep in their cell. King County's officers delivering an inmate to the transportation location shall be responsible for ensuring that all paperwork is in order and that all property allowed to be transported with the inmate is properly packaged.

(b) Further Transfer of Custody. Except as otherwise allowed by Section 9 of this Agreement, Kitsap County Sheriff's Office will not transfer custody of any inmate confined pursuant to this Agreement to any agency other than to King County.

(c) Responsibilities Upon Assumption of Custody. Upon transfer of custody to Kitsap County Sheriff's Office, it shall be King County staff's responsibility to confine the inmate; to supervise, discipline and control said inmate; and to administer the inmate's sentence pursuant to the order of the committing court in the State of Washington and King County's determinations regarding early release credits. It is King County's duty to determine the amount, if any, of early release credits earned by each of its inmates.

(d) Resumption of Custody by Contract Agency. No inmate held under this Agreement will be released by Kitsap County Sheriff's Office. King County shall be responsible for determining the release date for the inmates held by Kitsap County Sheriff's Office under this Agreement.

(e) Responsibilities Upon Return of Inmate to King County. Upon return of custody to King County, Kitsap County Sheriff's Office shall provide a completed custody transfer form, a copy or summary of each inmate's medical records held by Kitsap County Sheriff's Office for the current booking and any other documentation reasonably requested by King County. If such additional information is requested by King County regarding a particular inmate, the parties shall mutually cooperate to obtain such information. Kitsap County Sheriff's Office shall also provide all inmate funds and personal property of each inmate transferred from Kitsap County Sheriff's Office to King County.

9. RIGHT TO REFUSE/RETURN AN INMATE:

In addition to the right to return or refuse to accept inmates, Kitsap County Sheriff's Office shall have the right to return or refuse to accept any of King County's inmates under any one of the following additional circumstances.

(a) Pending Medical Needs. Kitsap County Sheriff's Office shall have the right to refuse to accept any Contract Agency inmate who appears to Kitsap County Facility to be in need of urgent medical, psychiatric or dental attention.

(b) Problematic Medical History or Behavior and New Medical Conditions. Kitsap County Sheriff's Office shall have the right to return or refuse to accept any Contract Agency's inmate that, in the sole judgment of Kitsap County Sheriff's Office, presents a risk of escape, presents a risk of injury to other persons or property, develops an illness or injury or behaves in any other manner that in Kitsap County Sheriff's Office's opinion may adversely affect or interfere with the efficient operations of Kitsap County Sheriff's Office.

(c) Litigation. Kitsap County Facility shall have the right to return or refuse to accept any Contract Agency inmate that files a claim or lawsuit against Kitsap County.

(d) Capacity. Kitsap County shall have the right to limit the number of inmates to avoid overcrowding at the Kitsap County Jail.

10. REMOVAL FROM JAIL - OTHER GROUNDS:

King County's inmates may be removed from Kitsap County Sheriff's Office for the following reason(s):

(a) Request by King County. Kitsap County Sheriff's Office will release King County's inmate upon written request of King County for transfer of custody back to King County. In such case, the inmate will be transported by King County's officers.

(b) Treatment Outside of Jail. Any of King County's inmates may be removed from Kitsap County Sheriff's Office for medical, psychiatric or dental treatment or care not available within Kitsap County Sheriff's Office Jail.

(c) Catastrophe. Any of King County's inmates may be removed from Kitsap County Sheriff's Office in the event of any catastrophic condition presenting, in the sole discretion of Kitsap County Sheriff's Office, an imminent danger to the safety of the inmate(s) or personnel of Kitsap County Sheriff's Office. In such case, Kitsap County Sheriff's Office will inform King County, at the earliest practicable time, of the whereabouts of the inmate(s) so removed and shall exercise all reasonable care for the safekeeping and custody of such inmate(s).

(e) Return of Inmate. Any of King County's inmates may be removed from Kitsap County Jail to return an inmate to King County under the terms of Section 8.

11. INMATE RIGHTS, ACCOUNTS AND PROGRAMS:

(a) Early Release Credit and Discipline. With respect to King County's inmates, King County shall maintain and manage disciplinary issues and will administer sanctions as per facility rules. No discipline prohibited by federal or state law will be permitted. Except as otherwise provided herein, the disciplinary policies and rules of the Kitsap County Sheriff's Office will apply equally to inmates confined pursuant to this Agreement and to those otherwise confined.

(b) Inmate Accounts. Kitsap County Sheriff's Office shall establish and maintain an account for each inmate received from King County and shall credit to such account all money received from an inmate or from King County on behalf of an inmate. Kitsap County Sheriff's Office shall make disbursements from such accounts by debiting such accounts in accurate amounts for items purchased by the inmate for personal needs. Disbursements shall be made in limited amounts as are reasonably necessary for personal maintenance. At termination or expiration of this Agreement, an inmate's return to King County, or death or escape of an inmate, Kitsap County Sheriff's Office shall submit a check to King County in the name of each inmate eligible for reimbursement in order to transfer an inmate's money to an inmate account administered by King County.

(c) Programs. The Kitsap County Sheriff's Office will be providing King County's inmates with educational, recreational and social service programs.

(d) Inability to Serve Time Outside of Facility. King County's inmates will not be allowed to leave the jail for participation in correctional work crews, work release programs, home monitoring or any other program in which other inmates sometimes are allowed to leave the physical confines of the jail as part of serving their sentence.

(e) Facility Conditions. Kitsap County Sheriff's Office shall operate its correctional facility consistent with all applicable federal, state and local laws and provide King County's inmates with conditions of confinement that at least meet those required by state and federal law, including, but not limited to, conditions related to diet, health care, clean clothing, exercise and outside recreation, visitation, use of force, access to legal materials, and religious practices.

12. ACCESS TO FACILITY AND INMATES:

(a) Access to Facility. King County shall have the right to inspect, at mutually agreeable times, Kitsap County Sheriff's Office in order to confirm such jail maintains standards acceptable to King County and that its inmates are treated appropriately.

(b) Access to Inmates. King County personnel shall have the right to interview inmates from King County at any reasonable time between the hours of 0800-2100 hours daily within the Kitsap County Sheriff's Office Jail.

13. ESCAPES AND DEATHS:

(a) Escapes. In the event of an escape by a King County inmate from Kitsap County Sheriff's Office, King County will be notified immediately. Notification shall be by telephone call to King County's designated contact and confirmed in writing via facsimile as noted in Section 2 for Emergency Contact.

(b) Deaths. In the event of a death of a King County inmate in the Kitsap County Sheriff's Office, King County shall be notified immediately. Notification shall be by telephone call to King County's designated contact, and confirmed in writing via facsimile as noted in Section 2 Emergency Contact. The Kitsap County Sheriff's Office will immediately provide a copy of all records to King County including correctional records and medical records. The Kitsap County Sheriff's Office shall cooperate in inquest proceedings, if any. The Kitsap County Sheriff's Office shall follow the written instructions of King County regarding the disposition of the body.

14. RECORD KEEPING:

The Kitsap County Sheriff's Office agrees to maintain a system of record keeping relative to the booking and confinement of each of King County's inmates consistent with the record keeping by the Kitsap County Sheriff's Office for all other inmates. Kitsap County Sheriff's Office shall make copies of said records available to King County upon request.

15. DURATION:

This Agreement shall be effective upon execution by both parties and shall continue through December 31, 2010 unless terminated earlier. This Agreement may be renewed for successive periods of one year by written addendum executed by all parties hereto under such terms as the parties agree in writing.

16. GOVERNING LAW/VENUE:

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 this Agreement and an inmate's confinement under this Agreement. The parties further agree that venue for any legal action undertaken by one of the parties regarding the terms of this Agreement shall be in King County, Washington.

17. NON-DISCRIMINATION POLICY:

The Kitsap County Sheriff's Office and King County agree not to discriminate in the performance of this Agreement because of race, color, national origin, sex, age, religion, creed, marital status, disabled or Vietnam era veteran status, or the presence of any physical, mental, or sensory handicap.

18. WAIVER OF RIGHTS:

No waiver of any right under this Agreement shall be effective unless made in writing by an authorized representative of the party to be bound thereby. Failure to insist upon full performance on any occasion shall not constitute consent to or waiver of any continuation of nonperformance or any later nonperformance; nor does payment of a billing or continued performance after notice of a deficiency in performance constitutes acquiescence thereto.

19. TERMINATION:

(a) Termination for Convenience. This Agreement may be terminated without cause prior to expiration by written notice from either party delivered by regular mail to the contact person at the address set forth herein.

(b) Termination for Cause. Either party may terminate this Agreement for cause if the other party breaches any terms hereof and fails to cure any breach within sixty (60) days written notice by the other party of the specific breach and a request to cure. At least 30 days prior to the effective date of any termination under this provision, the party seeking termination shall provide written notice of a specific plan for the transporting of King County's inmates prior to the effective date of termination.

(c) Transport of Inmates Upon Termination of Contract. In the event of a termination of the Agreement in compliance with Section 18(a) or (b) above, the parties shall make good faith efforts to transport all inmates via regular transports as provided in Section 7 prior to the effective termination date. If additional transports are required to allow transport of all of Contract Agency's inmates prior to effective date of termination, any needed additional transports shall be the responsibility of the party giving notice of termination in the case of a termination for convenience under Section 18(a), and the responsibility of the party in breach in the case of a termination for cause under Section 18(b).

20. DEFENSE AND INDEMNITY AGREEMENT:

Each party agrees to defend, indemnify and save harmless the Other Party, its appointed and elective officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon The Indemnified Party, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting there from, sustained by any person or persons and on account of damage to property including loss of use thereof, due to the negligence of the Indemnifying Party, its Subcontractors, its successor or assigns, or its or their agent, servants, or employees.

If the claim, suit, or action for injuries, death, or damages as provided for in the preceding paragraph of this contract is caused by or results from the concurrent negligence of (a) the indemnities or the indemnities' agents or employees, and (b) the indemnitor or the indemnitor's agents or employees, the indemnity provisions provided for in the preceding paragraph of this contract shall be valid and enforceable only to the proportional extent of the indemnitor's negligence.

21. INSURANCE REQUIREMENT:

Kitsap County and King County shall maintain and provide evidence of liability coverage, if requested.

The terms of Sections 20 and 21, **DEFENSE AND INDEMNITY AGREEMENT** and **INSURANCE REQUIREMENT** shall survive the termination or expiration of this Agreement.

22. MISCELLANEOUS:

In providing these services to the Contract Agency, the county is an independent contractor and neither its officers, agents, nor employees are employees of the Contract Agency for any purpose including responsibility for any federal or state tax, industrial insurance or Social Security liability. No provision of services under this Agreement shall give rise to any claim of career service or civil service right, which may accrue to an employee of the Contract Agency under any applicable law, rule, or regulation.

23. SEVERABILITY:

If any provision of this contract shall be held invalid, the remainder of this contract shall not be affected thereby if such remainder would then continue to serve the purposes and objectives of both parties.

DATED this ____ day of _____, 2009.

KING COUNTY

King County Executive

Approved as to Form:

King County Prosecuting Attorney

DATED this ____ day of _____, 2009.

KITSAP COUNTY SHERIFF'S OFFICE

Ned Newlin
Chief of Corrections

BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON

CHARLOTTE GARRIDO, Chair

JOSH BROWN, Commissioner

STEVE BAUER, Commissioner

ATTEST:

Opal Robertson, Clerk of the Board

...the ... of ...
...the ... of ...
...the ... of ...
...the ... of ...
...the ... of ...

1

October 26, 2009

Sponsor: Ferguson

rc

Proposed No.: 2009-0586

1 **AMENDMENT TO PROPOSED ORDINANCE 2009-0586, VERSION 1**

2 On page 2, after line 37, insert:

3 **SECTION 3.** The executive shall fulfill the county's collective bargaining
4 obligations related to the interlocal agreement before holding inmates at Kitsap county."

5 Renumber the remaining section consecutively and correct any internal references accordingly.
6

7 **EFFECT: Acknowledges the need to meet bargaining obligations**

T1

October 22, 2009

RC

Sponsor: Ferguson

Proposed No.: 2009-0586

1 **TITLE AMENDMENT TO PROPOSED ORDINANCE 2009-0586, VERSION 1**

2 On page 1, line 1, after "relating" insert "to"

3

4 **EFFECT: Amends the title to insert an overlooked word.**

