

RESOLUTION NO. 18-1215

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AUTHORIZING THE MAYOR TO SIGN AN INTERLOCAL
AGREEMENT WITH THE CITY OF ENUMCLAW,
WASHINGTON FOR INMATE HOUSING IN THE
ENUMCLAW JAIL

WHEREAS, the City of Black Diamond wishes to designate the Enumclaw Jail as a lawful place of confinement for the incarceration of one or more inmates lawfully committed to its custody; and

WHEREAS, the City of Enumclaw is willing and able to accept custody of prisoner(s) of the City of Black Diamond and to house them in the Enumclaw Jail for a rate of compensation mutually agreed upon by both cities; and

WHEREAS, the City Council of Black Diamond now desires to enter into an interlocal agreement, pursuant to Chapter 39.34 RCW, with the City of Enumclaw to set forth the terms and conditions under which inmate housing services will be provided to Black Diamond inmates transferred to the custody of the Enumclaw Jail;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. Interlocal Agreement with the City of Enumclaw. The Mayor is authorized to enter into the interlocal agreement for the housing of inmate in the Enumclaw Jail, attached hereto as Attachment A.


PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 4TH DAY OF JANUARY, 2018.

CITY OF BLACK DIAMOND:



Carol Benson, Mayor

Attest:



Brenda L. Martinez, City Clerk

INTERLOCAL AGREEMENT BETWEEN THE CITY OF ENUMCLAW, WASHINGTON
AND THE CITY OF BLACK DIAMOND, WASHINGTON

FOR THE HOUSING OF INMATES IN THE ENUMCLAW CITY JAIL

THIS INTERLOCAL AGREEMENT is dated effective this 1st day of January, 2018 by and between the City of Black Diamond, Washington, a Municipal Corporation, and the City of Enumclaw, Washington, a Municipal Corporation, each party having been duly organized and now existing under the laws of the State of Washington.

WITNESSETH:

WHEREAS, the Chief of Police for the City of Enumclaw (hereinafter "Enumclaw") is authorized by law to have charge and custody of the City of Enumclaw Jail (hereinafter "Enumclaw Jail"); and

WHEREAS, the Mayor for the City of Black Diamond (hereinafter "City of Black Diamond") is authorized by law to have charge and custody of City of Black Diamond prisoners or inmates; and

WHEREAS, City of Black Diamond wishes to designate the Enumclaw Jail as a place of confinement for the incarceration of one or more inmates lawfully committed to its custody; and

WHEREAS, Enumclaw desires to accept and keep in its custody such inmate(s) in the Enumclaw Jail for a rate of compensation mutually agreed upon by the parties hereto; and

WHEREAS, RCW 39.34.08 and other Washington law, as amended, authorizes any city to enter into an interlocal agreement to permit another city to perform any governmental service, activity or undertaking which either city is authorized by law to perform; and

WHEREAS, the governing bodies of each of the parties hereto have determined to enter into the Agreement as authorized and provided for by RCW 39.34.080 and other Washington law, as amended;

NOW, THEREFORE, in consideration of the above and foregoing recitals, the payments to be made, the mutual promises and covenants herein contained, and for other good and valuable consideration, the parties hereto agree as follows:

1. JAIL AVAILABILITY

Enumclaw shall provide guaranteed jail space for one (1) Black Diamond inmate per day. Enumclaw shall have discretion in determining whether or not space is available but shall make reasonable efforts to accommodate additional Black Diamond inmates.

2. COMPENSATION

(a) Black Diamond shall pay for the quarterly guaranteed bed days set forth in Exhibit A at the rates and amounts set forth in Exhibit A. Black Diamond shall pay for the quarterly guaranteed number of bed days even if Black Diamond fails to utilize all of the guaranteed bed days for the quarter. Unused bed days do not roll over to the next quarter. If Black Diamond reaches the guaranteed bed day number for a particular quarter prior to the end of the quarter, the rate for any addition bed days shall be the City's daily rate of \$65.00 (the "Daily Rate"). A bed day shall mean housing of one (1) inmate for one (1) calendar day, or any portion thereof. The Daily Rate may be increased annually by Enumclaw. Enumclaw shall provide written notice to Black Diamond at least thirty (30) days before the effective date of any Daily Rate increase. The parties agree that Enumclaw will not charge a separate booking fee in addition to such rates.

(b) At the end of each quarter, Enumclaw shall provide Black Diamond with an itemized bill for housing Black Diamond inmates for the quarter. Black Diamond agrees to make full payment to Enumclaw within thirty (30) days of receipt of such bill for the amount billed for the previous quarter.

(c) Enumclaw shall provide a quarterly summary to the appropriate officers of Black Diamond, setting forth in detail the number of inmate days and number of bookings for which Black Diamond was responsible in the preceding quarter, including the inmates and the costs incurred for each inmate pursuant to the terms of this agreement. Black Diamond, upon reasonable notice and during regular business hours, shall have the right to review all books of accounts, dockets, and records of Enumclaw pertaining to the confinement of Black Diamond inmates.

3. DURATION OF INMATE STAY/TYPES OF INMATES

At the time a person is presented to the Enumclaw Jail for booking by a City of Black Diamond officer, the Enumclaw corrections staff will determine whether the suspect and/or prisoner will be accepted for booking. Enumclaw reserves the right, in its sole discretion, to not accept persons injured, extremely ill, or exhibiting behavior that presents an obvious danger to the staff or other inmates. In the event a prisoner is not accepted for booking, Enumclaw shall provide written notice (email is acceptable) to the City of Black Diamond Police Department indicating why the booking was declined.

(a) Duration of Inmate Stay. The parties agree that the maximum length of stay per inmate, including pre-and post-trial, may not exceed 365 consecutive calendar days per misdemeanor sentence.

(b) Types of Inmates accepted by Enumclaw Jail. City of Black Diamond may not book violent felons into the Enumclaw Jail. "Violent felon" is defined as any person being held for suspicion, warrant, or arrest for any felony crime against a person. City of Black Diamond may book nonviolent felons for a one-night stay provided that City of Black Diamond transports any such nonviolent felons the following day to another jail facility.

(c) Collection of insurance information. Enumclaw agrees to collect medical insurance information from inmates when they are booked into the Enumclaw Jail pursuant to RCW 70.48.130.

4. RIGHT OF INSPECTION

City of Black Diamond shall have the right to inspect, at all reasonable times, all of the Enumclaw Jail in which City of Black Diamond's inmates are confined in order to determine if such jail maintains standards of confinement acceptable to City of Black Diamond and that such inmates therein are treated equally regardless of race, religion, color, creed or national origin; provided, however, that Enumclaw shall be obligated to manage, maintain and operate its facilities consistent with all applicable federal, state and local laws and regulations.

5. FURLOUGHS, PASSES, AND WORK RELEASE

Enumclaw agrees that no early releases or alternatives to incarceration, including furloughs, passes, work crews, electronic home detention, or work release shall be granted to any inmate housed pursuant to this Agreement without written authorization by the committing court. Provided, Enumclaw shall be under no obligation to allow furloughs, passes, work crews, electronic home detention or work release.

6. INMATE ACCOUNTS AND VALUABLES

(a) Enumclaw shall establish and maintain an account for each inmate received from City of Black Diamond and shall credit to such account all money which is received and shall make disbursements, debiting such accounts in accurate amounts for the inmate's personal needs. Disbursements shall be made in limited amounts as are reasonably necessary for personal maintenance. At either the termination of this Agreement, the inmate's death, or return to either City of Black Diamond or indefinite release to the court, the inmate's money shall be transferred to the inmate's account in care of City of Black Diamond. Upon release from incarceration, Enumclaw shall return any remaining money to the prisoner.

(b) Enumclaw shall receive and store property for City of Black Diamond inmates. The property shall fit in a property bag such as a paper grocery bag or small clear plastic bag.

7. RESPONSIBILITY FOR OFFENDER'S CUSTODY

It shall be the responsibility of Enumclaw to confine the inmate or inmates; to provide treatment, including the furnishing of subsistence and all necessary medical and hospital services and supplies; to provide for the inmates' physical needs; to make available to them programs and/or treatment consistent with the individual needs; to retain them in said custody; to supervise them; to maintain proper discipline and control; to make certain that they receive no special privileges and that the sentence and orders of the committing court in the State are faithfully executed; provided that nothing herein contained shall be construed to require Enumclaw, 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, or which are not otherwise required by law.

8. MEDICAL SERVICES

(a) Inmates from City of Black Diamond shall receive and Enumclaw shall arrange for such medical, psychiatric and dental treatment as may be necessary to safeguard their health while housed in the Enumclaw Jail and shall notify City of Black Diamond prior to any consultation for non-emergency outside services. Except for in-house routine minor medical services that can be treated by Enumclaw Jail staff, City of Black Diamond shall pay directly or reimburse Enumclaw for all costs associated with the delivery of any medical, psychiatric and/or dental services provided to City of Black Diamond inmates; provided that City of Black Diamond has the option to remove inmates, if at City of Black Diamond's discretion, it believes that another jail would be more appropriate for addressing the inmate's medical needs.

(b) Enumclaw shall keep adequate records of all such services and said records shall be available for City of Black Diamond's review at its request.

(c) Except in emergencies, City of Black Diamond will be notified by contacting the City of Black Diamond Police Department on-duty supervisor or Commander at (253) 631-1012 during duty hours Mondays through Fridays; after duty hours and weekends contact Valley Communications (253) 372-1440 prior to the inmate's transfer to a hospital and nothing herein shall preclude City of Black Diamond from retaking the ill or injured inmate(s). Any emergency medical, psychiatric, or dental services shall be reported to City of Black Diamond as soon as time permits.

(d) If inmates held on City of Black Diamond charges are transported to a local hospital facility, the short term security of said inmates shall be the responsibility of the City of Enumclaw. Short term security is defined as less than three (3) hours.

9. DISCIPLINE

Enumclaw shall have physical control over and power to execute disciplinary authority over all City of Black Diamond inmates. However, nothing contained herein shall be construed to authorize or permit the imposition of a type of discipline prohibited by the Laws of the State of Washington.

10. RECORDS AND REPORTS

Enumclaw shall keep all necessary and pertinent records concerning City of Black Diamond inmates in the manner mutually agreed upon by the parties hereto. During an inmate's confinement in the Enumclaw Jail, City of Black Diamond shall upon request be entitled to receive and be furnished with copies of any report or record associated with said inmate(s) incarceration. Enumclaw further agrees to cooperate diligently with the City of Black Diamond, upon request, in meeting its obligations to provide public records under Chapter 42.56 RCW when a request made to the City of Black Diamond seeks records related to inmates housed in the Enumclaw Jail pursuant to this Agreement.

11. REMOVAL FROM THE JAIL

A City of Black Diamond inmate legally confined in the Enumclaw Jail shall not be removed there from by any person without written authorization from City of Black Diamond or by order of any court having jurisdiction. Enumclaw agrees that no early releases or alternatives to incarceration, including furloughs, passes, work release, work crews or electronic home detention shall be granted to any inmate without written

authorization from the committing court. This paragraph shall not apply to an emergency necessitating the immediate removal of the inmate for medical, dental, psychiatric treatment or other catastrophic condition presenting an imminent danger to the safety of the inmate or to other inmates or Enumclaw Jail personnel. In the event of any such emergency removal, Enumclaw shall inform City of Black Diamond of the whereabouts of the inmate or inmates so removed, at the earliest practicable time, and shall exercise all reasonable care for the safekeeping and custody of such inmate or inmates.

12. ESCAPES

In the event any City of Black Diamond inmate shall escape from Enumclaw's custody, Enumclaw will use all reasonable means to recapture the inmate. The escape shall be reported immediately to City of Black Diamond. Enumclaw shall have the primary responsibility for and authority to file escape charges and direct the pursuit and retaking of the inmate or inmates within its own jurisdiction. Any cost in connections therewith shall be chargeable to and borne by Enumclaw; however, Enumclaw shall not be required to expend unreasonable amounts to pursue and return inmates from other states or other countries.

13. DEATH OF AN INMATE

(a) In the event of the death of a City of Black Diamond inmate, the King County Coroner shall be notified. City of Black Diamond shall receive copies of any records made at or in connection with such notification.

(b) Enumclaw shall immediately notify City of Black Diamond of the death of a City of Black Diamond inmate, furnish information as requested and follow the instructions of City of Black Diamond with regard to the disposition of the body. The body shall not be released except on written order of the appropriate officials of City of Black Diamond. Written notice pertaining to the release shall be provided within three weekdays of receipt by City of Black Diamond of notice of such death. All expenses relative to any necessary preparation of the body and shipment charges shall be paid by City of Black Diamond. With City of Black Diamond's consent, Enumclaw may arrange for burial and all matters related or incidental thereto, and all such expenses shall be paid by City of Black Diamond. The provisions of this paragraph shall govern only the relations between or among the parties hereto and shall not affect the liability of any relative or other person for the disposition of the deceased or for any expenses connected therewith.

(c) City of Black Diamond shall receive a certified copy of the death certificate for any of its inmates who have died while in Enumclaw's custody.

14. REMOVING OF INMATES

Enumclaw reserves the right to refuse to accept an inmate, not meeting the intake criteria outlined in part 3 above or refuse to continue to house an inmate if the inmate, in the opinion of Enumclaw personnel, has an illness or injury which may adversely affect Jail operations, presents a substantial risk of escape, or is a threat to the safety or general welfare of Enumclaw personnel or other inmates. In the event the confinement of any City of Black Diamond inmate is terminated for any reason the City of Black Diamond shall, at its expense, retake such inmate from the Enumclaw Jail within (4) hours after receipt of such request, if such request is made during regular business hours of 8:00 a.m. to 5:00 p.m.. For removal requests made after normal business hours, the City of Black Diamond shall retake such inmate from the Enumclaw Jail by noon the following business day. In the event Enumclaw requests an inmate be removed, Enumclaw shall provide written notice (email is acceptable) to the City of Black Diamond Police Department indicating why Enumclaw requested removal of the inmate.

15. GOVERNING LAW

The parties hereto agree that, except where expressly otherwise provided, the laws and administrative rules and regulations of the State of Washington shall govern in any matter relating to an inmate(s) confined pursuant to the Agreement.

16. DURATION

This Agreement shall enter into full force and effect from January 1, 2018 and renew automatically annually, subject to earlier termination as provided by Section 17 herein. Nothing in the Agreement shall be construed to require City of Black Diamond to house inmates in the Enumclaw Jail continuously.

17. TERMINATION

(a) By either party. This Agreement may be terminated by written notice from either party to the office of financial management and the other party delivered by regular mail to the contact person identified herein, provided that termination shall become effective ninety (90) working days after receipt of such notice. City of Black Diamond agrees to remove any inmate(s) from the Enumclaw Jail by the close of said ninety (90) day notice period. Notice shall state the grounds for termination and the specific plan for accommodating the affected inmates.

(b) By City of Black Diamond due to lack of funding. The obligation of City of Black Diamond to pay Enumclaw under the provision of this Agreement beyond the close of the current fiscal year (December 31, 2018) is expressly made contingent upon the appropriation, budgeting availability of sufficient funds by City of Black Diamond. In the event that such funds are not budgeted, appropriated or otherwise made available for the purpose of payment under this Agreement at any time after December 31, 2018, then City of Black Diamond shall have the option of terminating the Agreement upon written notice to Enumclaw as provided in subsection 17(a), except that all services provided to that point shall be compensated at the agreed rate. The termination of this Agreement for this reason will not cause any penalty to be charged to City of Black Diamond.

(c) In the event of termination of this Agreement for any reason, City of Black Diamond shall compensate Enumclaw for prisoners housed by Enumclaw after notice of such termination until City of Black Diamond retakes its inmates. Compensation shall be paid in the same manner and at the same rates set forth under Section 2, just as if this agreement had not been terminated.

18. MAILING ADDRESSES

All notices, reports, and correspondence to the respective parties of this Agreement shall be sent to the following:

City of Enumclaw: City of Enumclaw
1705 Wells St.
Enumclaw, WA 98022

Contact Person: Bob Huebler, Captain

City of Black Diamond: City of Black Diamond
25510 Lawson Street
PO Box 309
Black Diamond, WA 98010

Contact Person: Jamey Kiblinger, Chief of Police

19. HOLD HARMLESS AND INDEMNIFICATION

Enumclaw will assume the liability for the custody and care of City of Black Diamond prisoners once they are in the custody of Enumclaw. Enumclaw shall defend, indemnify and hold City of Black Diamond, its officers, officials, employees and volunteers harmless from claims, injuries, damages, losses or suits including reasonable attorney fees, arising out of or in connection with Enumclaw’s performance of this Agreement to the extent that said claims, injuries, damages, losses or suits, including reasonable attorney fees, are caused by or result from the wrongful actions of Enumclaw.

Enumclaw will assume no liability for the custody and care of City of Black Diamond prisoners when they are not in the custody of Enumclaw. City of Black Diamond shall defend, indemnify and hold Enumclaw, its officers, officials, employees and volunteers harmless from claims, injuries, damages, losses or suits

including reasonable attorney fees, arising out of or in connection with City of Black Diamond's performance of this Agreement to the extent that said claims, injuries, damages, losses or suits, including reasonable attorney fees, are caused by or result from the wrongful actions of City of Black Diamond. In addition, City of Black Diamond shall defend, indemnify and hold Enumclaw harmless for any and all claims, injuries, damages, losses or suits, including reasonable attorney fees, arising out of or in connection with any and all allegations of false arrest or false imprisonment.

It is further specifically and expressly understood that the indemnification provided herein constitutes the parties' waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes 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.

20. INSURANCE REQUIREMENTS

(a) Each party agrees to provide the other with evidence of insurance coverage, in the form of a certificate of insurance coverage 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 obligations set forth in this Agreement;

(b) Each party shall obtain and maintain throughout the term of this agreement coverage in the 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 commercial general liability, errors and omissions, automobile liability and police professional liability. Liability coverage shall be provided on an occurrence basis.

(c) The coverage evidenced in Section 20(b) may not be sufficient to cover all liability losses and related claim settlement expenses. Evidence of these limits of coverage does not relieve the City of Enumclaw from liability for losses and settlement expenses greater than these limits.

21. MISCELLANEOUS

(a) City of Black Diamond prisoners incarcerated in the Enumclaw Jail pursuant to this Agreement shall be transported to Enumclaw by and at the expense of City of Black Diamond and shall be returned, if necessary, to City of Black Diamond by City of Black Diamond personnel and at City of Black Diamond's expense. Enumclaw is not responsible for transportation of City of Black Diamond prisoners under this Agreement and shall be reimbursed by City of Black Diamond for any actual expenses incurred in transport of an inmate if, in fact, transportation of an inmate by Enumclaw becomes necessary.

(b) A copy of this agreement, once executed, will be filed with King County, as required by RCW 39.34.040.

(c) This Agreement replaces and supersedes all prior agreements between the Parties relating to jail services.

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed in duplicate by the parties hereto and made effective on the day and year first above written:

CITY OF BLACK DIAMOND

CITY OF ENUMCLAW



Carol Benson, Mayor

Chris Searcy, City Administrator

Jamey Kiblinger, Chief of Police

Bob Huebler, Captain

ATTEST:

ATTEST:

Brenda L Martinez
Brenda L Martinez, City Clerk

Maureen Burwell, City Clerk

Approved as to Form:

Approved as to Form:

Kenyon Disend, City Attorney

Mike Reynolds, City Attorney

Exhibit "A" to Agreement

<u>Quarter Ending On</u>	<u>Guaranteed Contract Bed Days</u>	<u>Compensation Due</u>
March 31st, 2018	31 Bed Days billed at \$57.00 per bed day	\$1,767
	59 Bed Days billed at \$62.00 per bed day	\$3,658
	90 Bed Days	\$5,425 + any extra bed days
June 30th, 2018	91 Bed Days billed at \$62.00 per bed day	\$5,642 + any extra bed days
September 30th, 2018	92 Bed Days billed at \$62.00 per bed day	\$5,704 + any extra bed days
December 31st, 2018	92 Bed Days billed at \$62.00 per bed day	\$5,704 + any extra bed days
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<u>Quarter Ending On</u>	<u>Guaranteed Contract Bed Days</u>	<u>Compensation Due</u>
March 31st, 2019	90 Bed Days billed at \$62.00 per bed day	\$5,580 + any extra bed days
June 30th, 2019	91 Bed Days billed at \$62.00 per bed day	\$5,642 + any extra bed days
September 30th, 2019	92 Bed Days billed at \$62.00 per bed day	\$5,704 + any extra bed days
December 31st, 2019	92 Bed Days billed at \$62.00 per bed day	\$5,704 + any extra bed days
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<u>Quarter Ending On</u>	<u>Guaranteed Contract Bed Days</u>	<u>Compensation Due</u>
March 31st, 2020	91 Bed Days billed at \$62.00 per bed day	\$5,642 + any extra bed days
June 30th, 2020	91 Bed Days billed at \$62.00 per bed day	\$5,642 + any extra bed days
September 30th, 2020	92 Bed Days billed at \$62.00 per bed day	\$5,704 + any extra bed days
December 31st, 2020	92 Bed Days billed at \$62.00 per bed day	\$5,704+ any extra bed days

All extra bed days shall be billed at the Daily Rate.