

**INTERAGENCY AGREEMENT BETWEEN THE CITIES OF ISSAQUAH, WASHINGTON AND
MERCER ISLAND, WASHINGTON, FOR THE HOUSING OF INMATES
IN THE ISSAQUAH CITY JAIL**

This agreement is between the City of Issaquah, a municipal corporation of the State of Washington (hereinafter "Issaquah") and the City of Mercer Island, a municipal corporation of the State of Washington (hereinafter "Mercer Island")

Recitals

Whereas, RCW 39.34 and RCW 70.48, allows local governmental units to make the most efficient use of their powers by enabling them to cooperate and enter into agreements with each other for providing jail services; and

Whereas, Mercer Island wishes to designate the Issaquah Jail as a place of confinement for incarceration through the use of _____ (x) guaranteed beds; and

Whereas, in an effort to streamline administrative procedures and ensure that the daily rate charge for _____ guaranteed non-gendered specific beds to house inmates at Issaquah's jail is consistent with the current operating costs, it is necessary to enter into a standardized interagency agreement; and

Whereas, the governing bodies of each of the parties hereto have decided to enter into this Agreement as authorized by RCW 39.34, RCW 70.48 and other Washington law, as may be amended;

Now, therefore, in consideration of the above and foregoing recitals, the payments to be made, the mutual promises and covenants herein contained, and for other good and valuable considerations, the parties hereto agree to the terms and conditions set forth herein:

1. GOVERNING LAW

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

2. EFFECTIVE DATE

This Agreement shall be effective when both parties have executed this contract and this document has been listed on Issaquah's website in accordance with RCW 39.34.040

3. TERMINATION

(A) This agreement shall be of indefinite duration. Provided, however, either party may elect to terminate this Agreement by giving written notice of termination to the other party. Said termination shall be effective ninety (90) days from the date of receipt of said written notice.

(B) In the event of termination of this Agreement for any reason, Mercer Island shall compensate Issaquah for inmates housed by the Issaquah Jail after notice of termination until Mercer Island retakes its inmates in the same

manner and at the same rates as if this Agreement had not been terminated and the provisions of this Agreement, including by way of illustration and not limitation, Indemnity, shall remain in force until such time as all inmates from Mercer Island have been retaken.

4. MAILING ADDRESSES

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

City of Issaquah: Chief of Police
Issaquah Police Department
130 E. Sunset Way
Issaquah, Washington 98027

Contact: Issaquah Jail Manager

City of Mercer Island: Chief of Police
Mercer Island Police Department
9611 SE 36th Street
Mercer Island, Washington 98040

Contact:

5. COMPENSATION

- (A) Guaranteed Bed Rate. Issaquah agrees to accept and house non-gendered specific inmates at the daily _____ guaranteed bed rate of \$110.00 per bed day. The guaranteed rate is limited to the first ____ guaranteed beds by Mercer Island. The \$110.00 per bed per day rate shall be assessed for each day the contract is in effect regardless of occupancy by a Mercer Island inmate.
- (B) Non-Guaranteed Bed Rate. Mercer Island may purchase additional beds, as available, at the daily rate of \$140.00 per bed day. However, Issaquah shall have the right to refuse to accept custody or house Mercer Island inmates in excess of _____ minimum bed commitment.
- (C) Billing and Payment. Issaquah agrees to provide a monthly invoice for the _____ guaranteed beds by the 30th of each following month. Mercer Island agrees to make payment to Issaquah within 30 days of receipt of the undisputed portion of such bill for the amount billed for the previous calendar month. Issaquah agrees to provide Mercer Island with an itemized bill for inmates housed in addition to the Guaranteed Bed Rate listing all names of inmates who are housed, the number of days housed (including date of booking and date of releases), and the dollar amount due for each. Issaquah agrees to provide said bill by the 30th of each following month. Mercer Island agrees to make payment to Issaquah within 30 days of receipt of the undisputed portion of such bill for the amount billed for the previous calendar month.
- (D) Rate Increases. Issaquah may increase guaranteed and non-guaranteed rates from time-to-time but no more frequently than once per year, in order to reflect

increased costs. Issaquah will give Mercer Island at least ninety (90) days advance written notice of the increased rate prior to implementation.

6. AGREEMENT AMMENDMENTS

- (A) Guaranteed beds. Mercer Island may cancel the reserved beds, in whole or in part, at any time by providing written notice to the Jail Manager for the City of Issaquah. The notice shall be provided at least ninety (90) days in advance of the effective date of the cancellation. Issaquah may cancel the reserved beds, in whole or in part, at any time by providing written notice to Mercer Island at least ninety (90) days in advance of the effective date of the cancellation.
- (B) Changes in law or regulations. Any changes in law or regulations governing jail operations impacting this Agreement will be addressed in an amendment to the Agreement.

7. SERVICES PROVIDED

Issaquah agrees to provide jail services for gross misdemeanor/misdemeanor inmates for those offenses that have been committed by adults within Mercer Island's jurisdiction.

8. RESPONSIBILITY FOR OFFENDER'S CUSTODY

It shall be the responsibility of Issaquah to confine the inmate or inmates; to provide treatment, including the furnishing of subsistence and all necessary medical and hospital services and supplies; to provide for inmates' physical needs; to retain them in said custody; to supervise them; to maintain proper discipline and control; to make certain that they receive no special privileges and that the sentence and orders of the committing court in the State are faithfully executed; provided that nothing herein contained shall be construed to require Issaquah, 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. Issaquah shall provide facilities for consultation and communication between inmates and their legal counsel or public defender. It shall also be the responsibility of Issaquah to calculate "good time" accrued in and subsequent release of inmates in accordance with the Issaquah Jail's standard practice and procedures related to inmates housed in the Issaquah Jail.

9. RIGHT TO REFUSAL

Issaquah shall have the right to refuse to accept any inmate from Mercer Island who, in the judgment of Issaquah, has a current illness or injury which may adversely affect the operations of the Issaquah Jail, has a history of serious medical problems, presents a substantial risk of escape, or presents a substantial risk of injury to other persons or property or themselves.

10. HOUSING DECISIONS

To manage its jail population, Issaquah reserves the right to decide where Mercer Island inmate(s) will be housed. In the event that Mercer Island inmate is transferred to another jail facility. Mercer Island's obligation to pay the daily rate to Issaquah will cease and Mercer Island obligation to pay the daily rate to the jail facility will be governed by Mercer Island's contract with that other agency operating the jail facility. This section

only applies to those inmates housed at Issaquah Jail under the non-guaranteed bed rate.

11. RETAKE OF INMATES

Upon request from Issaquah, Mercer Island shall, at its expense, retake any Mercer Island inmate within twelve (12) hours after receipt of such request. In the event the confinement of any Mercer Island inmate is terminated for any reason, Mercer Island, shall, at its expense, retake such inmate from Issaquah.

12. COPY OF ARREST WARRANT OR CITATION AND BAIL SCHEDULE

Mercer Island law enforcement officers placing Mercer Island misdemeanants in the Issaquah Jail shall, in every instance, first furnish an arrest warrant, citation, court order, or judgement and sentence, to the Issaquah Jail upon booking of an inmate. Mercer Island is also responsible for providing Issaquah Jail with a complete bail schedule no later than January 1 of each year.

13. NON-ASSIGNABILITY

Mercer Island agrees to not sublet any of their guaranteed beds to any jurisdictions. This Agreement may not be assigned by either party.

14. TRANSPORTATION

Mercer Island inmates incarcerated in Issaquah pursuant to this Agreement shall be transported to Issaquah by and at the expense of Mercer Island and shall be returned, if necessary, to Mercer Island by Mercer Island personnel and at Mercer Island's expense. Issaquah is not responsible for transportation of Mercer Island inmates under this agreement and shall be reimbursed by Mercer Island for any actual expense incurred in transport of an inmate if, in fact, transportation of an inmate by Issaquah becomes necessary including if the transport was a result of a warrant, or medical appointment. Such transportation shall be calculated based upon the time required for transport at the correction officer over time rate of \$55.00 per hour.

15. RECORDS AND REPORTS

Issaquah shall keep all necessary and pertinent records concerning such inmates incarcerated in the Issaquah Jail. During an inmate's confinement in Issaquah, Mercer Island shall upon request, be entitled to receive and be furnished with copies of any report or record associated with said inmate(s) incarceration, as may be permitted by law.

16. MEDICAL TREATMENT

(A) Inmates shall receive medical, psychiatric, and dental treatment when emergent and necessary to safeguard their health while housed in the Issaquah Jail. Issaquah shall provide for routine medical services in the Issaquah Jail. Examples of medical services which may be provided in the Issaquah Jail but which are not routine, and for which Mercer Island shall be billed include, but are not limited to, HIV/AIDS treatment, chemotherapy, dialysis treatment, and hemophiliac treatment. Mercer Island shall be responsible for any and all medical, dental or mental health costs incurred by or on behalf of a ALAX inmate including but not limited to prescriptions, appliances, supplies, emergency transport associated with

the delivery of any emergency and/or medical service provide to Mercer Island inmates.

- (B) If Issaquah becomes aware that a Mercer Island inmate needs medical health care requiring the assistance of a medical health care services provider, then Issaquah shall make reasonable efforts to notify Mercer Island prior to obtaining said service. If Mercer Island is contacted and does not authorize Issaquah to obtain the service, then Mercer Island shall within one hour pick up the inmate from the Jail. Provided, in the case of emergency, Issaquah may notify Mercer Island after the service has been provided.
- (C) An adequate record of all such services shall be kept by Issaquah in accordance with HIPAA regulations for Mercer Island's review at its request. Any medical or dental services of major consequence shall be reported to Mercer Island as soon as time permits.
- (D) Mercer Island shall be responsible for any and all costs incurred by or on behalf of a Mercer Island inmate regarding hospitalization. If necessary, Mercer Island shall reimburse Issaquah dollar for dollar any amount expended or cost incurred by Issaquah in providing the same. Upon payment from Mercer Island for the inmate's health care expense, Issaquah will assign to Mercer Island, if requested by Mercer Island, any and all right to reimbursement for medical expenses authorized under RCW 70.48.130. Except in emergencies, Mercer Island will be notified by contacting a duty supervisor at the Mercer Island Police Department prior to the inmate's transfer to a hospital and nothing herein shall preclude Mercer Island from retaking the ill or injured inmate. In the event a Mercer Island inmate is taken by emergency to a hospital, Issaquah shall notify Mercer Island as soon as possible of transport. Mercer Island is responsible for providing security during any time of hospitalization.

17. DISCIPLINE

Issaquah shall have physical control over and power to exercise disciplinary authority over all inmate of Mercer Island. However, nothing contained herein shall be construed to authorize or permit the imposition of any type of discipline prohibited by the constitution and laws of the State of Washington or the constitution and laws of the United States.

18. VIDEO ARRAIGNMENT

Upon request, Issaquah will provide video arraignment services at the rate of \$45.00 per hour.

19. REMOVAL FROM THE JAIL

An inmate from Mercer Island legally confined in Issaquah shall not be removed from there by any person except:

- (A) When requested by Mercer Island Police Department in writing authorizing such release; or
- (B) Upon court order in those matters in which said court has jurisdiction over such inmate; or
- (C) For appearance in the court in which a Mercer Island inmate is charged; or

- (D) In compliance with a Writ of Habeas Corpus; or
- (E) For interviews by Mercer Island attorney or member of Mercer Island Police Department; or
- (F) If the inmate has served their sentence, or the charge pending against said inmate has been dismissed, or bail or other recognizance has been posted as required by the courts; or
- (G) For other scheduled court appearance, including those for which they are not being held; or
- (H) Upon the execution of the Standards of Release Administrative Order No. 2013-01; or
- (I) For medical care and court ordered evaluations.

20. LOSS OF USE

The parties understand that there may be times when conditions at the Issaquah Jail, such as required maintenance or repairs, may cause some or all of the reserved beds to be temporarily unavailable. Issaquah agrees to provide as much notice as is reasonably practicable if any or all of the reserved beds will be temporarily unavailable and will endeavor to keep any such unavailability to a minimum. The temporary unavailability of such beds shall not be a breach of this agreement or entitle Mercer Island to any compensation from the Issaquah. During any period of unavailability, Mercer Island will be relieved of the obligation to pay for any unavailable beds.

21. DISPUTE BETWEEN Mercer Island AND ISSAQUAH

Should a dispute arise as to the application, compensation, enforcement, or interpretation of this Agreement between Mercer Island and Issaquah, the parties shall first attempt to resolve such disputes through good faith and reasonable negotiations. However, if a dispute cannot be resolved through direct discussions, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered under JAMS Alternative Dispute Resolution service rules or policies before resorting to arbitration. The mediator may be selected by agreement of the parties or through JAMS. Following mediation, or upon mutual written agreement of the parties to waive mediation, any unresolved controversy or claim arising from or relating to this Agreement or breach thereof shall be settled through binding arbitration which shall be conducted under JAMS rules or policies. The arbitrator may be selected by agreement of the parties or through JAMS. All fees and expenses for mediation or arbitration shall be borne by the parties equally, however, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence.

22. INDEMNIFICATION

Issaquah agrees to defend, indemnify and hold Mercer Island harmless from any and all claims, lawsuits, or other legal actions and from all costs including reasonable attorney's fees which arise out of any alleged wrongful or negligent act or omission by any officer, agent, or employee if Issaquah occurring subsequent to any claimant's entry into the Issaquah booking room and during any claimant's incarceration in the Issaquah City Jail. In addition, Issaquah shall

maintain a policy of liability insurance with limits of not less than \$1,000,000, naming the Mercer Island as an additional insured thereon, provided, that Mercer Island shall accept a certificate from the WCIA certifying that Issaquah is a member in good standing and has contractual indemnity coverage applicable to the requirements of this paragraph in fulfillment of insurance requirements.

Mercer Island agrees to defend, indemnify and hold Issaquah harmless from any and all claims, lawsuits, or other legal actions and from all costs including reasonable attorney's fees which arise out of any alleged wrongful arrest, false imprisonment, or other wrongful or negligent act or omission by any agent, officer or employee of Mercer Island. In addition, Mercer Island shall maintain a policy of liability insurance with limits of not less than \$1,000,000, naming Issaquah as an additional insured thereon, provided, that Issaquah shall accept a certificate from the WCIA certifying that Mercer Island is a member in good standing and has contractual indemnity coverage applicable to the requirements of this paragraph in fulfillment of insurance requirements.

23. REQUIRED ELEMENTS

In accordance with the requirements of RCW 39.34.030, the following provisions, stipulations and/or waivers are adopted:

- (A) This Agreement has been approved by the governing bodies of each of the participating agencies
- (B) No separate organization or separate legal or administrative entity is created by this Agreement.
- (C) Each party to this Agreement shall maintain its own separate budget in accordance with the provision of Title 35 and 35A RCW and no joint or cooperative budget shall be undertaken.
- (D) The terms of this Agreement do not contemplate the acquisition of any property. However, in the event any property is acquired for the performance of this Agreement, upon termination of this Agreement, said property shall be sold and the proceeds shall remain with Issaquah.
- (E) This Agreement shall be administered by the Chiefs of Police, or their representative, from Issaquah and Mercer Island.

24. CONCURRENT ORIGINALS

This Agreement may be executed in any number of counterparts, which counterparts shall collectively constitute the entire Agreement.

25. ENTIRE AGREEMENT

The written provisions and terms of this Agreement, together with any attachments, supersede all prior written and verbal agreements and/or statements by any representative of the parties, and those statements shall not be construed as forming a part of or altering in any manner this Agreement. Any prior written and/or oral agreement between the parties pertaining to jail services is terminated and superseded

by this Agreement. This Agreement and any attachments contain the entire Agreement between the parties. Should any language in any attachment conflict with any language contained in this Agreement, the terms of this Agreement shall prevail.

26. PREA ACKNOWLEDGEMENT – CUSTODIAL AND SEXUAL MISCONDUCT

- (A) Compliance - Issaquah agrees to ensure that all of its employees, contractors, vendors, and volunteers that have contact with Mercer Island Inmates comply with all federal and state laws regarding sexual misconduct including, but not limited to:
 - 1) The Prison Rape Elimination Act of 2003 (PREA)
 - 2) The standards for adult Prisons and Jails or Community Confinement Facilities, whichever is applicable, as promulgated by the US Attorney, and
 - 3) Zero tolerance toward all forms of sexual abuse and sexual harassment.
- (B) Monitoring - Issaquah agrees to provide the Mercer Island documented compliance with the Federal Prison Rape Elimination Act standards. Monitoring may include, but is not limited to:
 - 1) Site visits,
 - 2) Access to facility data, and
 - 3) Review of applicable documentation.
- (C) Mercer Island may terminate this Agreement
 - 1) Should Issaquah fail to provide documentation that demonstrates that the Issaquah Jail is actively and effectively working toward and is making substantive progress toward achieving compliance; or
 - 2) Should Issaquah fail to maintain PREA compliance between auditing periods, after being given a reasonable opportunity to cure.
- (D) Mercer Island will terminate this Agreement
 - 1) Should Issaquah elect to discontinue pursuit of PREA compliance;
 - 2) Should Issaquah be found in noncompliance through a PREA Audit and fail to cure such noncompliance within the identified time-frames; or
 - 3) Should Issaquah be found to be in egregious violation of PREA.

27. SEVERABILITY

Should any provision of this Agreement be determined to be unenforceable by a court of law, such provision shall be severed from the remainder of the Agreement, and such action shall not affect the enforceability of the remaining provisions herein.

IN WITNESS WHEREOF, the parties below have executed this Agreement, and by doing so, acknowledge that they have read this Agreement, understand its terms, and enter this Agreement in a knowing, intelligent, and voluntary manner.

CITY OF ISSAQUAH

CITY OF MERCER ISLAND

By:
Its:

By: Jessi Bon
Its: City Manager

Date:_____

Date:_____

ATTEST:

ATTEST:

By:
Its:

By: Deborah Estrada
Its: City Clerk

Date:_____

Date:_____

APPROVED AS TO FORM:

APPROVED TO AS FORM:

By:
Its:

By: Bio Park
Its: City Attorney

Date:_____

Date:_____