

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF ISSAQUAH, WASHINGTON
AND THE CITY OF SNOQUALMIE, WASHINGTON, FOR THE HOUSING OF
INMATE IN THE ISSAQUAH CITY JAIL**

This agreement (“Agreement”) is between the City of Issaquah, a municipal corporation of the State of Washington (“Issaquah”) and the City of Snoqualmie, a municipal corporation of the State of Washington (“Snoqualmie”).

RECITALS

WHEREAS, this Agreement is entered pursuant to Chapter 39.34 RCW and Chapter 70.48 RCW, which authorize local governmental agencies to make the most efficient use of their powers by enabling them to cooperate and enter into agreements with each other for provision of jail services; and

WHEREAS Snoqualmie wishes to secure the use of a guaranteed number of jail beds at the Issaquah City Jail (“Issaquah Jail”), and the City of Issaquah is willing to accept Snoqualmie’s inmates at a rate of compensation and under the terms and conditions set forth below; 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. **EFFECTIVE DATE**

This Agreement shall be effective following its mutual execution and posting on Issaquah’s website in accordance with RCW 39.34.040.

2. **TERMINATION**

(A) This Agreement shall be of indefinite duration. Provided, however, either party may elect to terminate this Agreement for any reason by giving written notice of termination to the other party and the State Office of Financial Management. Said termination shall be effective ninety (90) days from the date of said written notice to the Chief of Police of the jurisdiction receiving the notice. The notice will state the reason for termination and specific plans for accommodating the affected jail population.

(B) In the event of termination of this Agreement for any reason, Snoqualmie shall compensate Issaquah for inmates housed by the Issaquah Jail after notice of termination until Snoqualmie 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 shall remain in force until such time as all inmates from Snoqualmie have been retaken.

3. NOTICES

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 Commander

City of Snoqualmie: Snoqualmie Police Department
450 110th Ave. NE
Snoqualmie, WA 98004

Contact: Chief of Police

4. SERVICES PROVIDED

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

5. COMPENSATION

In consideration of Issaquah's commitment to provide housing and related services for its inmates, Snoqualmie agrees to pay Issaquah the fees and charges set forth in this Agreement.

(A) Guaranteed Beds. Issaquah agrees to accept and house non-gendered specific inmates at the daily guaranteed bed rate of \$150.00 per bed day. The guaranteed rate is limited to the **Five (5)** guaranteed beds for Snoqualmie. The \$150.00 per bed per day rate for guaranteed beds shall be assessed for each day this Agreement is in effect regardless of occupancy by a Snoqualmie inmate. Either party may cancel or reduce the guaranteed bed commitment provided for herein by providing written notice to the other party at least ninety (90) days in advance of the effective date of the cancellation or reduction. A cancellation or reduction made pursuant to this Section shall be deemed to be an amendment to this Agreement and incorporated as if fully set forth herein without the necessity of a formal amendment or separate approval by the legislative authority of Issaquah or Snoqualmie.

(B) Non-Guaranteed Beds. Snoqualmie may use additional beds, as available, at the daily rate of \$200.00 per bed day. However, Issaquah shall have the right to refuse to accept custody or house Snoqualmie's inmates in excess of the minimum bed commitment set forth above.

- (C) Billing and Payment. Issaquah agrees to provide a monthly invoice for the guaranteed beds by the 30th of each following month. Snoqualmie 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 Snoqualmie with an itemized bill for all inmates housed, including inmate name(s), 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. Snoqualmie agrees to make payment to Issaquah within 30 days of the date of such bill.
- (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 Snoqualmie at least ninety (90) days' advance written notice of the increased rate prior to implementation. Such increase shall be deemed to be an amendment to this Agreement and incorporated as if fully set forth herein without the necessity of a formal amendment or separate approval by the legislative authority of Issaquah or Snoqualmie.

6. BOOKING FEE

A booking fee in the amount of \$20.00 shall be charged for each inmate booked by or on behalf of Snoqualmie into the Issaquah Jail. The booking fee shall remain fixed through the term of this agreement.

7. AMENDMENTS

Any changes in law or regulations governing jail operations impacting this Agreement will be addressed in an amendment to the Agreement. These and other amendments to this Agreement shall be in writing and approved by the governing body of each party, excepts as expressly provided for herein.

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 they receive no special privileges and the sentence and orders of the committing court in the State are faithfully executed; provided 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. 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. HOUSING DECISIONS; RIGHT TO REFUSE, RETURN, OR TRANSFER INMATE

Subject to the terms of this Agreement, Issaquah hereby agrees to accept Snoqualmie's inmates and to provide housing, care, and custody of those inmates pursuant to Issaquah Jail policies and procedures. To the greatest extent permitted by law, Issaquah shall have the right to refuse to accept an individual from Snoqualmie or to transfer any Snoqualmie inmates to a different jail facility for any reason, including but not limited to if, in the sole discretion of Issaquah: such individual presents a substantial risk of escape, of injury to self or other persons or property, of adversely affecting or significantly disrupting the operations of the Issaquah Jail, has a medical illness or injury that makes housing such individual not in the best interest of Issaquah or other inmates; and/or when, acceptance of the inmate would cause the operational capacity limits of the jail to be reached or exceeded.

If Issaquah refuses an inmate from Snoqualmie or determines that a Snoqualmie inmate must be returned to Snoqualmie or transferred to another jail facility, Snoqualmie will be responsible for transportation and the cost of incarceration at such other jail facility (if applicable). Return or transfer of an inmate will not negate Snoqualmie's responsibility to pay for any guaranteed bed commitment.

10. FURLOUGHS, PASSES, AND WORK RELEASE

Issaquah agrees 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.

11. INMATE PROPERTY

Snoqualmie may transfer to Issaquah only agreed amounts of personal property of Snoqualmie inmates recovered from or surrendered upon booking. Only those items which fit into a 12-inch by 14-inch bag will be allowed on transports when such transports are conducted by Issaquah Jail personnel. Additional legal material or personal belongings may be shipped to the Issaquah Jail at the expense of the inmate or Snoqualmie.

12. RETAKE OF INMATES

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

13. COPY OF ARREST WARRANT OR CITATION AND BAIL SCHEDULE

Snoqualmie law enforcement officers placing Snoqualmie 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. Snoqualmie is also responsible for providing Issaquah Jail with a complete bail schedule no later than January 1 of each year.

14. TRANSPORTATION

Snoqualmie inmates incarcerated in Issaquah pursuant to this Agreement shall be transported to Issaquah by and at the expense of Snoqualmie and shall be returned or transferred, if necessary, to Snoqualmie or another jail facility by Snoqualmie personnel and at Snoqualmie's expense. Issaquah is not responsible for transportation of Snoqualmie inmates under this Agreement and shall be reimbursed by Snoqualmie for any actual expense incurred in transport of an inmate if, in fact, transportation of an inmate by Issaquah becomes necessary including but not limited to 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 \$90.00 per hour. Partial hours will be rounded up to the next full hour.

15. RECORDS AND REPORTS

Snoqualmie shall forward to Issaquah before or at the time of delivery of each inmate, a copy of all inmate records pertaining to the inmate's present incarceration. If additional information is requested regarding a particular inmate, the Parties shall cooperate to provide any additional information in a timely manner.

Issaquah shall keep all necessary and pertinent records concerning such inmates incarcerated in the Issaquah Jail. During an inmate's confinement in Issaquah, Snoqualmie 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. RIGHT OF INSPECTION

Snoqualmie shall have the right, upon reasonable advance notice, to inspect the Issaquah Jail at reasonable times. During such inspections, Snoqualmie may interview Snoqualmie inmates and review Snoqualmie inmates' records as permitted by law; provided, however, any interviews with Snoqualmie inmates will be voluntary on the part of such inmates.

17. MEDICAL TREATMENT

- (A) Snoqualmie's inmates shall receive such medical, psychiatric and dental treatment when emergent and necessary to safeguard their health while housed in the Issaquah Jail.
- (B) If Issaquah becomes aware of a Snoqualmie inmate that needs medical health care requiring the assistance of a medical health care services provider, then Issaquah shall make reasonable efforts to notify Snoqualmie prior to obtaining said service. If Snoqualmie is contacted and does not authorize Issaquah to obtain the service, then Snoqualmie shall within one hour pick up the inmate from the Issaquah Jail. Provided, in the case of emergency, Issaquah may notify Snoqualmie after the service has been provided.
- (C) An adequate record of all such services shall be kept by Issaquah or its contract medical provider(s) in accordance with applicable laws and regulations and made available for Snoqualmie's review at its request, to the extent permitted by law. Any medical or dental services of major consequence shall be reported to Snoqualmie as soon as time permits.
- (D) Except for routine minor medical services provided in the Issaquah Jail, Snoqualmie shall be responsible for all medical, dental, and mental health costs incurred by or on behalf of Snoqualmie's inmates. Snoqualmie shall reimburse Issaquah dollar for dollar for any amount expended, or cost incurred by Issaquah in providing the same. Upon payment from Snoqualmie for the inmate's health care expense, Issaquah will assign to Snoqualmie, upon its request, all right to reimbursement for medical expenses authorized under RCW 70.48.130. Except in emergencies, Snoqualmie will be notified by contacting a duty supervisor at Snoqualmie prior to the inmate's transfer to a hospital and nothing herein shall preclude Snoqualmie from retaking the ill or injured inmate at that time. In the event a Snoqualmie inmate is taken to the hospital for an emergency, Issaquah shall notify Snoqualmie as soon as possible thereafter. Snoqualmie is responsible for providing security for its inmates during any time of hospitalization.

18. DISCIPLINE

Issaquah shall have physical control over and power to exercise disciplinary authority over all inmates of Snoqualmie. 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.

19. ESCAPES

In the event a Snoqualmie inmate escapes from Issaquah custody, Issaquah will use all reasonable means to recapture the inmate. The escape shall be reported immediately to Snoqualmie. Issaquah shall have the primary responsibility for and authority to direct the pursuit and retaking of the inmate within its own territory. Any cost in connection therewith

shall be borne by Issaquah; however, Issaquah shall not be required to expend unreasonable amounts to pursue and return inmates from other counties, states, or countries.

20. DEATH OF AN INMATE

- (A) In the event of the death of a Snoqualmie inmate, the King County Coroner will be notified by Issaquah Jail personnel. Snoqualmie shall receive copies of any records made at or in connection with such notification.
- (B) Issaquah shall immediately notify Snoqualmie of the death of a Snoqualmie inmate, furnish information as requested and follow the instructions of Snoqualmie regarding disposition of the body. Snoqualmie hereby designates the Chief of Police as the official authorized to request information from and provide instructions to Issaquah regarding deceased inmates. The body shall not be released except on written order of Snoqualmie's Chief of Police. This order shall be provided within three weekdays of Snoqualmie's receipt of notice of the death. All expenses relative to any necessary preparation of the body and shipment charges shall be paid by Snoqualmie. With Snoqualmie's consent, to be obtained on an individual basis, Issaquah may arrange for burial and all matters related or incidental thereto, and all such expenses shall be paid by Snoqualmie. 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) Snoqualmie shall receive a certified copy of the death certificate for any of its inmates who have died while in Issaquah's custody.

21. VIDEO ARRAIGNMENT

The term "Video Court" shall include, by way of example but not by way of limitation, the following types of services: use of Issaquah video camera(s) iPad, audio technology, and the video courtroom facility, the scheduling of inmates for video court, the moving of inmates to and from video court, the processing of court paperwork, and the faxing of court paperwork to and from the municipal court for signatures.

(A) Snoqualmie agrees to pay one hundred dollars (\$100.00) per hour for use of Video Court. Partial hours in the amount of ten (10) minutes or more will be rounded up to the nearest hour. For example, the use of the Video Court is eight (8) minutes, the time interval shall round down and there will be no charge. If the use is one hour and fifteen (15) minutes, the interval shall round up for a total charge of \$200. Charges will only be for time spent in court proceedings; time spent by the inmate conferring with their attorney alone will not be counted.

(B) Issaquah will bill Snoqualmie for Video Court services rendered each month by adding a separate column to the invoice for Snoqualmie labeled "Video Court".

22. REMOVAL/RELEASE FROM THE JAIL

- (A) Except for work programs, medical care, if no probable cause determination is made as required by law, and during emergencies, Snoqualmie inmates shall not be removed and/or released from the Issaquah Jail without written authorization from Snoqualmie or by a court of competent jurisdiction. If Issaquah becomes aware there has not been probable cause determination as required by law, and the person is still in Issaquah's custody, Issaquah will notify Snoqualmie the person must be released unless written proof the probable cause determination was made is provided.
- (B) Issaquah will release Snoqualmie inmates to Snoqualmie at a mutually agreeable location.
- (C) Snoqualmie inmates for whom bail is posted, or who otherwise have a right to be released, may sign a waiver electing to be released to a family member or friend with confirmed transportation, or be released via private taxi, rather than being released to Snoqualmie during the regularly scheduled transport.

23. LOSS OF USE

The parties understand there may be times when conditions at the Issaquah Jail, such as required maintenance or repairs, may cause some or all the reserved beds to be temporarily unavailable. Issaquah agrees to provide as much notice as is reasonably practicable if any or all 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 Snoqualmie to any compensation from Issaquah. During any period of unavailability, Snoqualmie will be relieved of the obligation to pay for any unavailable beds.

24. PREA ACKNOWLEDGEMENT – CUSTODIAL AND SEXUAL MISCONDUCT

- (A) Compliance - Issaquah agrees to ensure all of its employees, contractors, vendors, and volunteers have contact with Snoqualmie inmates comply with all federal and state laws regarding sexual misconduct including, but not limited to:
 - a) The Prison Rape Elimination Act of 2003 (PREA);
 - b) The standards for adult Prisons and Jails or Community Confinement Facilities, whichever is applicable, as promulgated by the US Attorney, and
 - c) Zero tolerance toward all forms of sexual abuse and sexual harassment.
- (B) Monitoring - Issaquah agrees to provide Snoqualmie documented compliance with the Federal Prison Rape Elimination Act standards. Monitoring may include, but is not limited to:
 - a) Site visits.

- b) Access to facility data; and
- c) Review of applicable documentation.

(C) Snoqualmie may terminate this Agreement:

- a) Should Issaquah fail to provide documentation which demonstrates the Issaquah Jail is actively and effectively working toward and is making substantive progress toward achieving compliance; or
- b) Should Issaquah fail to maintain PREA compliance between auditing periods, after being given a reasonable opportunity to cure.

(D) Snoqualmie will terminate this Agreement:

- a) Should Issaquah elect to discontinue pursuit of PREA compliance.
- b) Should Issaquah be found in noncompliance through a PREA Audit and fail to cure such noncompliance within the identified timeframes; or
- c) Should Issaquah be found to be in egregious violation of PREA.

25. NON-ASSIGNABILITY

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

26. DISPUTE RESOLUTION

Should a dispute arise as to the application, compensation, enforcement, or interpretation of this Agreement between Snoqualmie 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 to settle the dispute in an amicable manner by mediation administered under JAMS Alternative Dispute Resolution service rules or policies before resorting to litigation. The mediator may be selected by agreement of the parties or through JAMS.

27. INDEMNIFICATION

(A) By Issaquah

Issaquah agrees to defend, indemnify and hold Snoqualmie, its elected officials, officers, agents, and employees, harmless from and against any and all claims, lawsuits, actions, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (and also including but not limited to claims related to false arrest or detention, alleged mistreatment, alleged violation of civil rights, injury, or death of any Snoqualmie inmate, or loss or damage to Snoqualmie inmate property while in Issaquah's custody) which result from or arise out of the acts or omissions of Issaquah,

its elected officials, officers, employees, and agents in connection with or incidental to the performance of non-performance of Issaquah's services, duties, and obligations under this Agreement.

(B) By Snoqualmie

Snoqualmie agrees to hold harmless, defend, and indemnify Issaquah, its elected officials, officers, agents, and employees from and against any and all claims, lawsuits, actions, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (and also including but not limited to claims related to false arrest or detention, alleged mistreatment, alleged violation of civil rights [unless Snoqualmie has affirmatively notified Issaquah in writing a probable cause determination has been made within 48 hours of the arrest of the person bringing the claim], injury, or death of any Snoqualmie inmate, or loss of damage to Snoqualmie inmate property while in Issaquah custody) result from or arise out of the acts or omissions of Snoqualmie, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of Snoqualmie services, duties, and obligations under this Agreement.

(C) In the event the acts or omissions of the officials, officers, agents, and/or employees of both Snoqualmie and Issaquah in connection or incidental to the performance or non-performance of Snoqualmie's and/or Issaquah's services, duties, and obligations of this Agreement are the subject of any liability claims by a third party, Snoqualmie and Issaquah shall each be liable for its proportionate concurrent negligence in any resulting suits, actions, claims, liability, damages, judgments, costs and expenses and for their own attorney's fees.

(D) Nothing contained in this section, or this Agreement shall be construed to rate a right in any third party to indemnification or defense.

(E) Issaquah and Snoqualmie hereby waive, as to each other only, their immunity from suit under industrial insurance, Title 51 RCW. This waiver of immunity was mutually negotiated by the Parties hereto.

(F) The provisions of this section shall survive the termination of this Agreement.

28. INSURANCE

Independent of their respective indemnity obligations, each Party shall maintain occurrence-based Commercial General Liability (CGL) and Automobile Liability insurance through the commercial insurance market, an insurance pool, self-insurance, or a combination thereof. The CGL coverage shall be written with limits of no less than \$5,000,000 per occurrence with a \$10,000,000 general aggregate and shall include contractual liability. The Automobile Liability coverage shall have a minimum combined single limit for bodily injury and property damage of \$2,000,000 per accident. Evidence of insurance or self-insurance coverage will be provided promptly upon request by either

Party. This section shall be subject to renegotiation in the event either Party no longer remains a member of the Washington Cities Insurance Authority.

29. ADMINISTRATIVE CHARGE

An administrative charge of \$20.00 shall be assessed for each inmate booked at the Issaquah Jail under the jurisdiction of Snoqualmie. This charge will apply to every booking, irrespective of the length of stay or the outcome of the booking process.

30. INDEPENDENT CONTRACTOR

The Parties are independent contractors, and the officers, agents, or employees of a Party are not employees of the other Party for any purpose, including responsibility for any federal or state tax, industrial insurance or Social Security liability. The provision of services by a Party under this Agreement shall not give rise to any claim of career service or civil service rights which may accrue to an employee of the other Party under any applicable law, rule or regulation.

31. INTERLOCAL AGREEMENT REQUIRED PROVISIONS

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 Snoqualmie.

32. GOVERNING LAW AND VENUE

The parties hereto agree, 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. Venue for any action arising from or related to this Agreement shall lie exclusively in King County Superior Court.

33. COUNTERPARTS

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

34. 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.

35. 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 they have read this Agreement, understood its terms, and entered this Agreement in a knowing, intelligent, and voluntary manner.

CITY OF ISSAQUAH

CITY OF SNOQUALMIE

By: _____
Its: _____
Date: _____

By: _____
Its: _____
Date: _____

ATTEST:

ATTEST:

By: _____
Its: _____
Date: _____

By: _____
Its: _____
Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Its: _____
Date: _____

By: _____
Its: _____
Date: _____