

RESOLUTION NO. 12-840

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR JAIL SERVICES WITH THE CITY OF ENUMCLAW

WHEREAS, currently the City of Black Diamond contracts with the City of Enumclaw for Jail Services and would like to continue the contract for these services;

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

Section 1. The Mayor is hereby authorized to execute an Agreement for Jail Services with the City of Enumclaw in the form substantially attached hereto as Exhibit A.

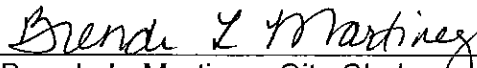
PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS NOVEMBER 15, 2012.

CITY OF BLACK DIAMOND:



Rebecca Olness, 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 15th day of November, 2012 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 City Manager 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 agrees to house City of Black Diamond inmates on a "first come, first served" or "space available" basis.

2. COMPENSATION

(a) Rates. The cost of Enumclaw's care of all City of Black Diamond inmates herein shall be \$60.00 per day, per bed/inmate, effective beginning November 15th, 2012 through December 31st, 2013. The parties agree that Enumclaw will not charge a separate booking fee in addition to such rates.

(b) Billing and payment. Enumclaw agrees to provide City of Black Diamond with an itemized bill listing all names of inmates who are housed, the case/citation number, the number of days housed (including the date and time of booking and date and time of release), and the dollar amount due for each. Enumclaw agrees to provide said bill by the 10th of each month. City of Black Diamond agrees to make payment to Enumclaw within thirty (30) days of receipt of such bill for the amount billed for the previous calendar month.

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 Jail Coordinator 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 (360) 631-1012, 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.

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

Upon request from Enumclaw, City of Black Diamond shall, at its expense, remove any City of Black Diamond inmate not meeting the intake criteria outlined in part 3 above, within (4) hours after receipt of such request. In the event the confinement of any City of Black Diamond inmate is terminated for any reason, City of Black Diamond shall, at its expense, retake such inmate from the Enumclaw Jail. In the event Enumclaw requests a prisoner be removed, Enumclaw shall provide written notice (email is acceptable) to the City of Black Diamond Jail Coordinator 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 November 5th, 2012, 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, 2012) 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, 2012, 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 98322

Contact Person: Jim Zoll Chief of Police

City of Black Diamond: City of Black Diamond
 PO Box 399
 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.

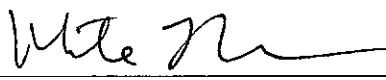
IN WITNESS WHEREOF, the above and foregoing Agreement has been executed in duplicate by the parties hereto and made effective on the day and year first above written:

CITY OF BLACK DIAMOND

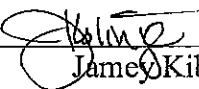
CITY OF ENUMCLAW



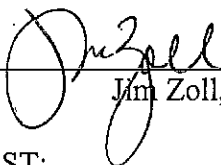
 Rebecca Olness, Mayor



 , City Manager
 Administration



 James Kiblinger, Chief of Police



 Jim Zoll, Chief of Police

ATTEST:

ATTEST:




 Brenda L. Martinez, City Clerk




 , City Clerk-Treasurer

Approved as to Form:

Approved as to Form:



 Chris Bacha, City Attorney



 , City Attorney