

RESOLUTION NO. 1797

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PUYALLUP AUTHORIZING AN INTERLOCAL AGREEMENT BETWEEN YAKIMA COUNTY AND THE CITY OF PUYALLUP FOR THE HOUSING OF INMATES IN THE YAKIMA COUNTY JAIL.

WHEREAS, RCW 39.34, the Interlocal Cooperation Act, 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; and,

WHEREAS, the City Council finds it desirable and in the City's best interest to enter into an interlocal agreement for services; and

WHEREAS, Yakima County is authorized by law to operate a jail and the city of Puyallup is authorized by law to operate a jail; and

WHEREAS, the city of Puyallup wishes to designate the Yakima County jail as a place of confinement for the incarceration of one or more inmates lawfully committed to the city's custody; and


WHEREAS, the director of corrections of Yakima County is desirous of accepting and keeping in his/her custody such inmate(s) in the Yakima County jail for a rate of compensation mutually agreed upon by the parties hereto; and

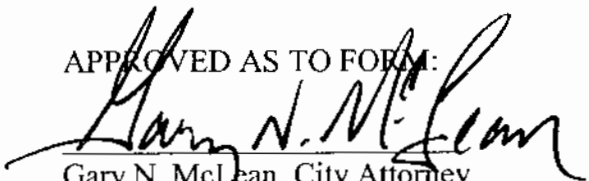
WHEREAS, RCW 39.34.080 and other Washington law, as amended, authorizes any county to contract with any city to perform any governmental service, activity or undertaking which each contracting jurisdiction is authorized by law to perform.

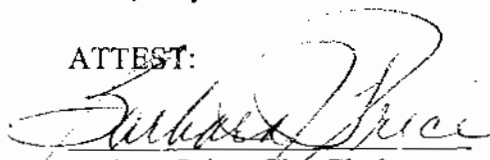
NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Puyallup:

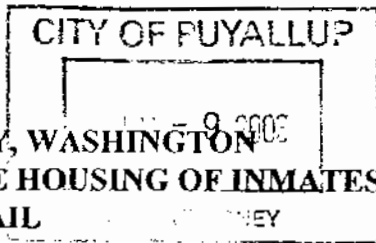
The Interlocal Agreement between Yakima County, Washington and City of Puyallup, Washington, is hereby approved and the City Manager is hereby authorized to sign such agreement on behalf of the city of Puyallup substantially in the form as set forth in Exhibit A to this resolution which is incorporated herein by reference.

Passed by the City Council of the City of Puyallup at a regular meeting this 16th day of June 2003.


Kathy R. Turner, Mayor

APPROVED AS TO FORM:

Gary N. McLean, City Attorney

ATTEST:

Barbara Price, City Clerk



**AGREEMENT BETWEEN YAKIMA COUNTY, WASHINGTON
AND CITY OF PUYALLUP, WASHINGTON, FOR THE HOUSING OF INMATES
IN THE YAKIMA COUNTY JAIL**

THIS AGREEMENT is made and entered into on this ___ day of _____, 2003 by and between the City of Puyallup, hereinafter referred to as "The City", and the Board of County Commissioners of Yakima, County, Washington, hereinafter referred to as "Yakima County" for the department of corrections, each party having been duly organized and now existing under the laws of the State of Washington.

WITNESSETH:

WHEREAS, Yakima County is authorized by law to operate a jail and the City of Puyallup is authorized by law to operate a jail:

WHEREAS, the City wishes to designate the Yakima County jail as a place of confinement for the incarceration of one or more inmates lawfully committed to the City's custody; and

WHEREAS, the Director of the Corrections of Yakima County is desirous of accepting and keeping in his/her custody such inmate(s) in the Yakima County jail for a rate of compensation mutually agreed upon by the parties hereto; and

WHEREAS, RCW 39.34.080 and other Washington law, as amended, authorizes any county to contract with any city to perform any governmental service, activity or undertaking which each contracting jurisdiction is authorized by law to perform; and

WHEREAS, the governing bodies of each of the parties hereto have determined to enter into this 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. 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's confinement pursuant to this Agreement.

City of Puyallup: City of Puyallup Police Department
218 West Pioneer
Puyallup, WA 98371

Contact Person: Robin James, Police Chief

5. COMPENSATION

(a) Rates. Except as provided in subsection (b), Yakima County agrees to perform at no transport cost to the City, at least one (1) transport per week between the Yakima County Department of Corrections and the Puyallup City Jail, the Pierce County Detention and Correction Center (PCDCC), 910 Tacoma Avenue South, Tacoma, WA, or such other location as designated by the City in order to transport Puyallup inmates to and from the City, and to house the City inmates for compensation per day per inmate without a booking fee, at the rates provided in the table below

Calendar Year 2003 Daily Rates

Monthly Average Daily Population (Puyallup inmates in Yakima County Jail)	Daily Rate
As Agreed Up to 5	\$56.55
6 - 25	\$55.55
26 - 45	\$54.55
46+	\$53.55

The City of Puyallup will be allowed to combine their monthly average daily population (MADP) with that of other jurisdiction's inmates picked up at Puyallup City Jail, the Bonney Lake Jail or the PCDCC to determine the MADP for the purposes of billing.

(b) Additional Transports. Yakima County agrees to perform one (1) additional weekly transport at no additional charge to the City when the number of inmates ready and waiting to be transported to Yakima County for the City of Puyallup, Fife, Bonney Lake, or another Thurston or Pierce County jurisdiction, constitutes a minimum of 3 (three) inmates.

(c) Billing and payment. Yakima County agrees to provide the City with an itemized bill listing all names of inmates who are housed, the case or citation number, the number of days housed including the date and time booked into Yakima County and the date and time released from Yakima County, and the dollar amount due for each. Yakima County agrees to provide said bill on or about the 10th of each month. The City agrees to make payment to Yakima County on or about thirty (30) days from the date the bill is received.

6. RIGHT OF INSPECTION

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

7. INMATE ACCOUNTS

Yakima County shall establish and maintain an account for each inmate received from the City and shall credit to such account all money which is received and shall make disbursements, debiting such account in accurate amounts for the inmate's personal needs. Disbursements shall be made in limited amounts as are reasonably necessary for personal maintenance. Yakima County shall be accountable to the City for such inmate funds. At either the termination of this Agreement, the inmate's death, release from incarceration or return to either the City or indefinite release to the court, the inmate's money shall be transferred to the inmate's account in care of the City. If requested by the City, Yakima County Department of Corrections will return said inmate reimbursement to the City in the form of a check in the name of each inmate eligible for said reimbursement.

8. RESPONSIBILITY FOR INMATE'S CUSTODY

It shall be the responsibility of Yakima County 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 their 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 Yakima County, 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.

Except as provided in Section 12, it is expressly understood that Yakima County shall not be authorized to transfer custody of any inmate confined pursuant to this agreement to any party other than the City, or to release any inmate from custody without written authorization from the committing court.

9. MEDICAL SERVICES

(a) Inmates from the City shall receive such medical, psychiatric and dental treatment as may be necessary to safeguard their health while housed in the Yakima County jail. Yakima County shall provide or arrange for the providing of such medical, psychiatric and dental services. Except for routine minor medical services, the City shall pay directly or reimburse Yakima County for all costs associated with the delivery of any emergency and/or major medical service provided to the City inmates.

(b) Yakima County shall keep an adequate record of all such services. The City will be able to review at its request any medical or dental services of major consequence. Yakima County will report to the City any medical or dental services of a major consequence as soon as is practical.

(c) Should medical or dental services require hospitalization, the City agrees to compensate Yakima County dollar for dollar any amount expended or cost incurred in providing the same; provided that, except in emergencies, the City will be notified either by phone or fax prior to the inmate's transfer to a hospital and nothing herein shall preclude the City from retaking the ill or injured inmates.

10. DISCIPLINE

Yakima County shall have physical control over and power to execute disciplinary authority over all inmates of the City. However, nothing contained herein shall be construed to authorize or permit the imposition of a type of discipline prohibited by state or federal law or the imposition of a type of discipline that would not be imposed on an inmate who is not confined pursuant to this contract.

11. RECORDS AND REPORTS

(a) Before or at the time of delivery of each inmate, the City shall forward to Yakima County a copy of all inmate records pertaining to the inmate's present incarceration at the Puyallup City Jail, the King County Correctional Facility and/or the Regional Justice Center. If additional information is requested regarding a particular inmate, the parties shall mutually cooperate to provide any additional information.

(b) Yakima County shall keep all necessary and pertinent records concerning such inmates in the manner mutually agreed upon by the parties hereto. During an inmate's confinement in Yakima County, the City shall, upon request, be entitled to receive and be furnished with copies of any report or record associated with said inmate(s) incarceration.

12. REMOVAL FROM THE JAIL

Except for eligible inmates for correctional work details and under the direct supervision of a corrections officer, an inmate of the City legally confined in Yakima County shall not be removed therefrom by any person without written authorization from the City or by order of any court having jurisdiction. Yakima County agrees that no early releases or alternatives to incarceration, including furloughs, passes, home detention, or Work Release shall be granted to any inmate housed pursuant to this Agreement without written authorization by 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 eminent danger to the safety of the inmate or to the inmates or personnel of Yakima County. In the event of any such emergency removal, Yakima County shall inform the City of the whereabouts of the inmate or inmates so removed, at the earliest practicable time, and shall exercise all reasonable care for the safe keeping and custody of such inmate or inmates.

13. ESCAPES

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

14. DEATH OF AN INMATE

(a) In the event of the death of a City inmate, the Yakima County Coroner shall be notified. The City shall receive copies of any records made at or in connection with such notification. Yakima County will investigate any death within its facility and will allow the City to join in on the investigation.

(b) Yakima County shall immediately notify the City of the death of a City inmate, furnish information as requested and, subject to the authority of the Yakima County coroner, follow the instructions of the City with regard to the disposition of the body. Written notice shall be provided within three-week days of receipt by the City of notice of such death. All expenses relative to any necessary preparation of the body and shipment charges shall be paid by the City. With the City's consent, Yakima County may arrange for burial and all matters related or incidental thereto, and all such expenses shall be paid by the City. 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) The City shall receive a certified copy of the death certificate for any of its inmates who have died while in Yakima County custody.

15. RETAKEING OF INMATES

In event the confinement of any City inmate is terminated for any reason by either party, retaking of inmates shall be coordinated in the same manner and at the same rates as if this agreement had not been terminated, or in a manner as agreed in writing by the parties.

16. HOLD HARMLESS AND INDEMNIFICATION

(a) The City shall defend, indemnify and hold harmless Yakima County, its officers, agents and employees from any claim, cost, judgment or damages, including attorneys' fees, arising from any City action or proceeding involving the confinement of any inmates from the City in Yakima County: provided that any such claim, cost, judgment or damage does not arise out of or in any way result from any allegations of any intentional, willful or negligent act or omission on the part of Yakima County or any officer, agent or employee thereof.

(b) Yakima County shall defend, indemnify and hold harmless the City, its officers, agents and employees from any claim, cost, judgments or damages, including attorneys' fees, including third party claims, arising out of any action or omission of Yakima County, its officers, agents, independent contractors, or employees while said persons are in the custody of Yakima County, or for any wrongful release of inmates placed in their custody, or for any claim by its employees, agents or independent contractors that may be asserted against the City in performing this Agreement.

(c) A inmate shall become the responsibility of Yakima County at the point that the inmate(s) is booked into Yakima County jail or when the inmate(s) has been released to the care, custody and control of Yakima County, including without limitation the point at which Yakima County or its agents picks up inmates or transports inmates as in Section 5 whichever occurs first. Yakima County shall hold the City harmless under the terms of this section for all claims arising out of the detention of the inmate(s). Accordingly, Yakima County shall be held harmless by the City under the terms of this agreement, for claims arising out of the arrest of the inmate(s), or arising out of any situation occurring prior to the time that Yakima County assumes responsibility for the inmate(s).

17. INSURANCE

(a) Each party agrees to provide the other with evidence of insurance coverage, in the form of a certificate of insurance 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 coverage in minimum liability limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate Agreement Between Yakima County/City of Puyallup

for its liability exposures, including comprehensive general liability, errors and omissions, auto liability and police professional liability. The insurance policy shall provide coverage for those events that occur during the term of the policy, despite when the claim is made.

18. RIGHT TO REFUSE INMATE (S)

(a) Yakima County shall have the right to refuse to accept any inmate from the City when, in the opinion of Yakima County, its inmate census is at capacity or so near capacity that there is a substantial risk that, through usual operation of the jail, the reasonable operational capacity limits of the jail might be reached or exceeded.

(b) Yakima County shall further have the right to refuse to accept any inmate from the City who, in the judgment of Yakima County, has a current illness or injury which may adversely affect the operations of the Yakima County 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.

(c) Except as provided in Section 5 (a) and (b), Yakima County shall further have the right to refuse to keep any inmate from the City as provided in Section 18 of subsection (b), and any transport returned to the City as a result of Section 18 shall be at the expense of the City unless otherwise agreed upon in writing.

19. MISCELLANEOUS

(a) In providing services under this contract, Yakima County is an independent contractor and neither it nor its officers, agents or employees are employees of the City for any purpose, including responsibility for any federal or state tax, industrial insurance or Social Security liability. Neither shall the provision of services under this contract give rise to any claim of career service or civil service rights, which may accrue, to an employee of the City under any applicable law, rule or regulation.

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 PUYALLUP, WA

BOARD OF YAKIMA COUNTY COMMISSIONERS

By: _____
James Bacon, City Manager

By: _____
Jim Lewis, Chairman

By: _____
Jesse Palacios, Commissioner

Ron Gamache, Commissioner

Attest:
Barbara Price
City Clerk

Attest:
Sylvia E. Cervantes
Clerk of the Board

Approved as to Form:

Approved as to Form:

Gary McLean, City Attorney

RONALD S. ZIRKLE, Yakima County
Chief Deputy Prosecutor

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