

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF RENTON,
WASHINGTON AND THE CITY OF KIRKLAND, WASHINGTON, FOR
THE HOUSING OF INMATES IN THE RENTON CITY JAIL**

This agreement, between the City of Renton, a municipal corporation of the State of Washington (hereinafter "Renton") and the City of Kirkland, a municipal corporation of the State of Washington (hereinafter "City").

WITNESSETH:

WHEREAS, Pursuant to RCW 70.48.190, Renton is authorized by law to have charge and custody of the Renton Jail inmates; and

WHEREAS, RCW 70.48.090, authorizes cities and counties to enter into interlocal agreements for the provision of jail services; and

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

WHEREAS, the City wishes to designate the Renton Jail as a place of confinement for the incarceration of one or more inmates lawfully committed to its custody; 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, RCW 70.48.090 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 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 confinement pursuant to this Agreement.

2. DURATION

This Agreement shall be effective the date of execution and continue through December 31, 2007. This contract shall automatically renew for one-year periods unless either Renton or the City, provide notice of termination as provided in Section 3 of this Agreement.

3. TERMINATION

(a) By either party. This Agreement may be terminated by written notice from either party to the other party delivered by regular mail to the contact person identified herein, provided that termination shall become effective sixty (60) calendar days after receipt of such notice. Notice will be presumed received 3 working days after the notice is posted in the mail. Within said sixty (60) days, The City agrees to remove its inmates(s) from the Renton Jail.

7. RESPONSIBILITY FOR OFFENDER'S CUSTODY

It shall be the responsibility of Renton 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 Renton, 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.

8. RIGHT TO REFUSAL

(a) Renton shall have the right to refuse to accept any inmate from the City when, in the opinion of Renton, its inmate population 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) Renton shall further have the right to refuse to accept any inmate from the City who, in the judgment of Renton, has a current illness or injury which may adversely affect the operations of the Renton Jail, has history of serious medical problems; presents a substantial risk of escape, or presents a substantial risk of injury to other persons or property.

9. HOUSING DECISIONS

In order to manage its jail population, Renton reserves the right to decide where City's inmate(s) will be housed. In the event that City's inmate is transferred to any county jail facility, City's obligation to pay the daily rate to Renton will cease and the City's obligation to pay the daily rate to holding county will be governed by City's contract with that county.

10. RETAKE OF INMATES

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

11. COPY OF ARREST WARRANT OR CITATION AND BAIL SCHEDULE

City law enforcement officers placing City misdemeanants charged inmates in the Renton Jail shall, in every instance, first furnish an arrest warrant or citation to the Renton Jail upon booking of an inmate. City is also responsible for providing Renton Jail with a complete bail schedule no later than January 1 of each year.

12. TRANSPORTATION

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

(b) The daily rate for housing shall include an amount necessary to provide one Metro bus pass to inmates upon release to provide transportation to a location of their choice, within the county.

(g) For other scheduled court appearances, including those for which they are not being held.

17. ESCAPES:

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

18. DEATH OF AN INMATE:

(a) In the event of the death of a City inmate, Renton shall notify the King County Medial Examiner. The City shall receive copies of any records made at or in connection with such notification.

(b) Renton shall immediately notify the City of the death of a City inmate, furnish information as requested and follow the instructions of the City with regard to the disposition of the body. The body shall be released to the Medical Examiner. All expenses relative to any necessary preparation of the body and shipment charges shall be paid by the City. With the City's consent, Renton 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 responsibility or liability of any relative or other person for the disposition of the deceased or 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 Renton custody.

19. DISPUTE BETWEEN CITY AND RENTON

Should a dispute arise as to the levels of compensation between the City and Renton, such dispute shall be progressively resolved in the following manner:

- 1) Through negotiations between the City and Renton's respective contacts;
- 2) Through negotiations between the Mayors, or designee;
- 3) In the event that the City and Renton do not reach agreement within 90 days of commencing negotiations, the matter will be submitted to binding arbitration.

Renton and the City may mutually agree to extend the negotiation period. If the City and Renton cannot agree upon the selection of an impartial arbitrator within fourteen (14) days of a written request for arbitration by either of the parties, the arbitrator shall be selected as provided in the King County Local Rules for Mandatory Arbitration Rules by a judge of the Superior Court of King County. The arbitration shall be conducted pursuant to the King County Local Rules for Mandatory Arbitration Rules.

20. 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 obligation set forth in the Agreement;

Date: _____

Date: 1-17-2007

Manlyne Beauf
David Ramsay
City Manager

Kathy Keolker
Kathy Keolker
Mayor

City of Kirkland

City of Renton

Attest:

Attest:

Kathi Anderson
Kathi Anderson
City Clerk

Bonnie Walton
Bonnie Walton
City Clerk

Approved as to legal form:

Approved as to legal form:

Robin S. Jenkinson
Robin S. Jenkinson
City Attorney
City of Kirkland

Lawrence Warren
Lawrence Warren
City Attorney
City of Renton