

October 8, 1991
JC/lk P:101L.2

Introduced by: PAUL BARDEN
Proposed No.: 91 - 808

MOTION NO. 8452

A MOTION authorizing the King County executive to sign an agreement for prisoner transportation with the City of Seattle.

WHEREAS, King County and the City of Seattle for Municipal Court, both transport prisoners from jurisdictions outside the county,

WHEREAS, the City and County wish to provide this service through the most efficient use of public resources,

NOW, THEREFORE BE IT MOVED by the Council of King County:

The King County executive is authorized to enter into an amendment, substantially in the form attached, of the agreement with the City of Seattle relating to prisoner transportation.

PASSED this 4th day of November, 1991.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Louis North
Chair

ATTEST:

Ronald A. Peterson
Clerk of the Council

AGREEMENT BETWEEN KING COUNTY AND THE CITY OF SEATTLE

relating to the transportation of prisoners

11/1/91

THIS IS AN AGREEMENT between King County, a home rule charter county, a political subdivision of the State of Washington, hereinafter referred to as the "County", and the City of Seattle, a municipal corporation of the State of Washington, hereinafter referred to as the "City".

WHEREAS King County and the Seattle Municipal Court, hereinafter referred to as the Court, both transport prisoners from jurisdictions outside the county for appearances in King County and City courts; and

WHEREAS King County and the City of Seattle desire to provide this service through the most efficient use of public resources;

NOW THEREFORE, the County and City hereby agree:

1. Services. Utilizing a vehicle to accommodate approximately 28 prisoners, the County, through its Department of Public Safety, will provide transportation for adult prisoners from out-of-county correctional facilities to the King County Adult Detention holding facility, as directed by Superior, District and Seattle Municipal Court warrants and/or orders, utilizing established cooperative prisoner transport standardization guidelines and shuttle routes; provided that should the number of prisoners to be transported on any given day exceed vehicle capacity, the County will as much as feasible transport a proportionate share of Court prisoners to the total requiring transport. Services of this agreement do not include the County will not transport prisoners (adult or juvenile) to and from courts and/or treatment centers.

2. Staff and Equipment. The County will provide the necessary staff, vehicle and all complementary equipment for the conveyance and supervision of the prisoners. The vehicle is planned to accommodate 28 prisoners, replacing the existing 13 prisoner van now operated by the County.

The County is acting hereunder as an independent contractor so that:

a) Control of transport vehicle, maintenance, personnel, standards of performance, discipline and all other aspects of performance shall be governed entirely by the County, provided that only qualified, trained personnel shall be utilized in the performance of services under this contract.

b) All persons rendering service hereunder shall be for all purposes employees of the County.

3. Cost Sharing. In consideration of the services provided the Court shall pay the County as follows. Costs and fee for 1991 are found on Exhibit I attached.

a) Vehicle capital costs: The Court shall pay the County the amount specified on Exhibit I, which is the difference between the cost of the 28-prisoner vehicle and the funds available to the County. The County shall invoice the Court upon delivery of the vehicle; the Court shall pay the County within 45 days of invoice.

b) Operating costs and vehicle replacement costs: The Court shall pay twenty-five percent (25%) of the monthly operating and maintenance costs for the vehicle. These operating costs do not include staffing costs for prisoner transport and security. The Court shall pay fifty percent (50%) of the monthly vehicle replacement charge. The replacement charge is based on an estimated 36 month replacement schedule. The County shall invoice the Court quarterly; the Court shall pay the County within 45 days of invoice.

c) Liability insurance: The Court shall pay the County an annual fee for liability based on cost per commissioned officer for the Department of Public Safety. The City shall pay twenty-five percent (25%) of the liability insurance cost for two officers. The fee shall be prorated over twelve months and included in the quarterly invoice.

d) Annual update of operating and maintenance costs, and liability insurance fee: Exhibit I reporting the costs and fee shall be revised for each subsequent budget year, signed by the parties and filed with the King County Records and Elections Division, provided that in preparing the Exhibit for budget year 1993 the parties agree to consider a sharing of vehicle staffing costs. The County will provide the Court with preliminary costs and fee estimates by August 1 each year and final costs and fee by December 15.

4. Duration. This agreement is effective December 1, 1991 and shall renew automatically January 1, 1992 and each succeeding January 1, unless terminated by either party pursuant to Section 5 below.

5. Termination. Either party may terminate this agreement with ninety (90) days prior written notice, provided that

a) if the City initiates termination, the monthly operating cost payments to the County for the remainder of the then current calendar year shall be fully paid prior to the date of termination, unless the County reduces or withholds services provided for in this agreement, or unless the County agrees in writing to waive the costs.

b) If the County initiates termination or reduces or withholds services provided for in this agreement before September 30, 1993, the County shall rebate the Court's payment for the vehicle capital costs described in 3a above and on Exhibit I. Payment shall be made prior to the date of termination.

c) the County shall rebate the Court's payment for vehicle replacement (described in 3b above), provided further that if the City initiates termination the County shall retain up to twenty percent (20%) of the Court's payment for vehicle replacement to pay for County administrative costs to dispose of and replace the vehicle. Payment shall be made prior to the date of termination.

6. Indemnification. In executing this agreement, no party assumes liability or responsibility for or in any way releases any other party from any liability or responsibility which arises in whole or in part from the existence, validity or effect of that party's ordinances, rules or regulations. If any such cause, claim, suit, action or administrative proceeding is commenced, the party whose ordinances, rules or regulations are the cause of action shall defend the other parties at its sole expense and if judgment is entered or damages are awarded against any party, the responsible party shall satisfy the same, including all chargeable costs and attorney's fees.

Each party shall indemnify and hold harmless the other parties and their officers, agents, and employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, which are caused by or result from a negligent act or omission of the party's own officers, agents, and employees in performing services pursuant to this agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against a party or parties, the party or parties whose action or omission gave rise to the claim shall defend all parties at the party's or parties' sole cost and expense; and if final judgment be rendered against the other parties and their officers, agents, and employees or jointly against the parties and their respective officers, agents, and employees, the parties whose action or omission gave rise to the claim shall satisfy the same.

7. Audits and Inspections. The records and documents with respect to all matters covered by this contract shall be subject to inspection, review or audit by the parties during the term of this contract and for the three (3) years after termination.

8. Amendments. This agreement may be amended by mutual written agreement of the parties.

9. Contract Administration. This agreement shall be administered by the Director of the King County Department of Public Safety or his designee, the Presiding Judge of the Seattle Municipal Court or his designee, and the Director of the City of Seattle Office of Management and Budget or his designee.

10. Entire Agreement/Waiver of Default. The parties agree that this agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. The parties recognize that time is of the essence in the performance of the provisions of this agreement.

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the agreement shall not be construed to be a modification of the terms of the agreement unless stated to be such through written approval by the parties and attached to the original agreement.

IN WITNESS WHEREOF the parties have executed this agreement.

KING COUNTY

CITY OF SEATTLE

King County Executive

Mayor

Approved as to form:

Approved as to form:

County Deputy Prosecuting Attorney

City Attorney

JBC
u:polveh2

Exhibit I for 1991
 Agreement relating to transportation of prisoners

	Total Cost	Court Share
ONE TIME COSTS		
a) Vehicle capital costs		
Vehicle bid from vendor	\$50,566	\$32,566
"Cage" retro fit by King County	1,200	600
TOTAL ONE TIME	\$51,766	\$33,166
ONGOING, MONTHLY COSTS		
(estimated, actual to be invoiced quarterly)		
b) Operating costs and vehicle replacement		
Operating (Court share 25%) Estimated based on 3700 miles per month	820	205
Vehicle replacement (Court share 50%) Estimated on 36 month replacement schedule.	1400	700
c) Liability insurance		
Per officer cost, includes two officers (Court share 25%)	400	100
ESTIMATED ONGOING PER MONTH	\$2620	\$1005

Agreed:

_____ _____ _____
 King County City Court

10/11/91