



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

October 26, 2009

Ordinance 16684

Proposed No. 2009-0586.2

Sponsors Gossett

1 AN ORDINANCE relating to authorizing the execution of
2 an interlocal agreement between King County and Kitsap
3 county allowing King County to hold up to one hundred
4 fourteen inmates at Kitsap County in the event of an
5 emergency; and declaring an emergency.

6
7 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

8 SECTION 1. Findings:

9 A. After the flooding in January of this year, the United States Army Corps of
10 Engineers ("the Corps") discovered two depressions on the right abutment adjacent to the
11 Howard Hanson dam.

12 B. The Corps is currently assessing the damage to the right abutment and has
13 determined that until the assessment can be completed, the Corps will reduce the amount
14 of water that it will allow to be stored behind the dam in order to protect the integrity of
15 the dam.

16 C. Reducing the amount of stored water means that during large rain events there
17 is a higher risk of flooding in the Green River valley.

18 D. The Norm Maleng Regional Justice Center is at a high risk of flooding if the
19 Howard Hanson dam is compromised.

20 E. The Norm Maleng Regional Justice Center contains a King County detention
21 facility which holds up to one thousand three hundred felony and misdemeanor inmates.

22 F. Public safety is the most fundamental purpose of government, and citizens
23 rightfully expect government to respond rapidly in the face of significant threats to life
24 and property.

25 G. Acting proactively to respond and address the significant threats of
26 emergencies, the county needs to ensure relocation capacity for inmates held at the
27 Maleng Regional Justice Center.

28 H. Kitsap county and King County are authorized to operate correctional
29 facilities.

30 I. King County wishes to contract with Kitsap county for the incarceration of
31 King County inmates in the event of an emergency.

32 J. Kitsap county is amenable to accepting and keeping inmates received from
33 King County in the event of an emergency.

34 SECTION 2. The King County executive is hereby authorized to execute an
35 interlocal agreement, in substantially the form of Attachment A to this ordinance,
36 allowing King County to hold up to one hundred fourteen inmates at Kitsap county in the
37 event of an emergency.

38 SECTION 3. The executive shall fulfill the county's collective bargaining
39 obligations related to the interlocal agreement before holding inmates at Kitsap county.

40 SECTION 4. The county council finds as a fact and declares that an emergency
41 exists and that this ordinance is necessary for the immediate preservation of public peace,
42 health or safety or for the support of county government and its existing public
43 institutions.

44

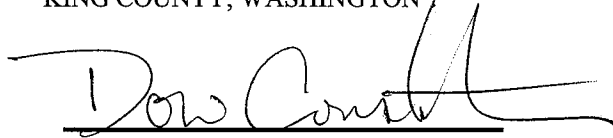
Ordinance 16684 was introduced on 10/19/2009 and passed by the Metropolitan King
County Council on 10/26/2009, by the following vote:

Yes: 9 - Mr. Constantine, Mr. Ferguson, Ms. Hague, Ms. Lambert, Mr. von
Reichbauer, Mr. Gossett, Mr. Phillips, Ms. Patterson and Mr. Dunn

No: 0

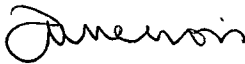
Excused: 0

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON



Dow Constantine, Chair

ATTEST:



Anne Noris, Clerk of the Council

Attachments A. Interlocal Agreement between King County and Kitsap County for Provision of
Emergency Jail Services

Interlocal Agreement between King County and Kitsap County for Provision of Emergency Jail Services

THIS AGREEMENT is made and entered into by and between the Kitsap County Sheriff's Office, and King County, a political subdivision of the State of Washington (hereinafter "King County").

RECITALS

WHEREAS: King County has a need for options to house inmates elsewhere in case of emergencies; and

WHEREAS: Kitsap County Sheriff's Office has available housing to assist King County in an emergent situation; and

WHEREAS: King County and Kitsap County Sheriffs Office have identified a plan and cost reimbursement for this emergency housing; and

Now, therefore, in accordance with the Interlocal Cooperation Act (RCW chapter 39.34), Kitsap County and King County enter into this agreement.

AGREEMENT

For and in consideration of the conditions, covenants and agreements contained herein, the parties agree as follows:

1. PURPOSE:

It is the purpose of this Agreement to provide for the use by King County of the Kitsap County Sheriff's Office and the services set forth herein at the Kitsap County Sheriff's Office Jail, located at 614 Division Street, Port Orchard, WA 98366.

2. MAILING AND CONTACT ADDRESS:

Except as otherwise provided herein, all notices, reports and correspondence required or allowed by this Agreement shall be made to the following:

Kitsap County: Kitsap County Sheriff's Office
Attn: Chief Ned Newlin
Kitsap County Sheriff's Office
614 Division Street, MS 33
Port Orchard, WA 98366
Phone: 360.337.7107
Facsimile: 360.337.5780

Contract Agency: King County, Office of Adult and Juvenile Detention
Director
500 5th Avenue
Seattle WA 98104
Phone: 206.296.1268
Facsimile: 206.296.0570

Emergency Contacts for Inmate Death, Escape, or Urgent Medical Care:
Shift Commander at King County Correctional Facility
Phone: 206.296.7765
Facsimile: 206.296.0297

AND for Inmate Death or Urgent Medical Care:

Jail Health Administrator on Call
Phone: 206.296.1092
Facsimile: 206.296.1771

General Notices and Operational Contacts for Transports, Off-Site Medical, Transfer of Custody
Shift Commander at King County Correctional Facility
Phone: 206.296.7765
Facsimile: 206.296.0297

3. TELEPHONE NOTICES:

The parties agree that notice may need to be given at any hour of day and on any day of the week and therefore that, when required, notice by telephone is deemed given if the above numbers are called regardless of whether there is an answer; provided, if there is no answer and an automated message system is in place, a voice message will be left.

4. GENERAL TERMS:

(a) In the event of an emergency Kitsap County agrees to house King County inmates in Kitsap County Facility. Housing shall not exceed 114 beds (56 bed unit and 58 bed unit).

1. These inmates will be under the supervision of corrections officers from King County.
2. Kitsap County and King County will provide mutual emergency response for any emergencies called by any officer(s) to any housing units in which King County detainees are held under this contract within the Kitsap County Jail. These are such things as response to fights, medical emergencies, and the like.

(b) King County shall:

1. King County officers will take the hospital guard responsibility within four hours of inmate transport to a local hospital.
2. King County will staff each unit with two officers and a Sergeant for 1-2 units. Kitsap County shall provide the Sergeants with an interview room for an office.
3. King County will provide an officer to assist in laundry.
4. King County will supply inmate uniforms.

(c) Kitsap County shall:

1. Kitsap County Sheriff's Office will provide or arrange for King County's inmates to receive such medical, psychiatric and dental services as may be necessary to safeguard their health while confined, in accordance with state and federal law and with the policies and procedures in effect at Kitsap County.
2. Kitsap County shall provide maintenance, food, unit supplies, and laundry supplies.
3. Kitsap County will provide institutional knowledge (i.e., escape routes, emergency response, etc.) training to assigned King County officers.
4. Kitsap County will provide necessary access and keys to staff.
5. Kitsap County will provide King County staff with a staff meal per staff per shift.

5. COMPENSATION FROM CONTRACT AGENCY:

(a) Daily Rate. In return for Kitsap County Sheriff's Office housing of each inmate of King County, King County shall pay Kitsap County \$28.00 (twenty-eight dollars) for every calendar day, or portion thereof, that said inmate is in the custody of Kitsap County Sheriff's Office.

(b) Billing. Kitsap County Sheriffs Office will provide a detailed invoice to King County for all amounts due to the Kitsap County Sheriff's Office under this Agreement for the services rendered in the prior calendar month. Payment shall be due from King County within thirty (30) days of the invoice date.

PAYMENT: Kitsap County Sheriff's Office shall bill King County on a monthly basis for the services provided. Billings shall be mailed to:

**Deputy Director Hikari Tamura
King County
500 Fifth Avenue
Seattle, WA 98104**

REIMBURSEMENT: Shall occur within 30 days of receipt of invoice and shall be mailed to:

**Attn: Ms. Cindy Thurmon
Kitsap County Sheriff's Office Jail
614 Division Street, MS 33
Port Orchard, WA 98366**

6. MEDICAL TREATMENT:

(a) Services Provided. Kitsap County Sheriff's Office will provide or arrange for King County's inmates to receive such medical, psychiatric and dental services as may be necessary to safeguard their health while confined, in accordance with state and federal law and with the policies and procedures in effect at Kitsap County Sheriff's Office. Kitsap County contracts with ConMed Healthcare, Inc. for in-house medical and mental health care in the jail. The costs of these services are included in daily per diem rates charged to King County. Prescription costs are not covered under the in-house medical program at Kitsap County and will be the cost responsibility of King County for their inmates.

(b) Off-Site Medical Treatment. In the event a King County inmate needs non-emergency medical, dental or psychiatric treatment that is not available at Kitsap County, Kitsap County Sheriff's Office shall notify King County and King County shall transport such inmate back to a King County facility. In the event a King County inmate needs emergency medical, dental or psychiatric treatment that is not available at Kitsap County, Kitsap County Sheriff's Office shall arrange medical transport to a local hospital, and notify King County within four hours after any such transfer. King County will be responsible for assuming hospital guarding duties within four hours of such notice and King County will house the inmate after the inmate is discharged from the hospital. Notices required by this paragraph shall be by telephone call to King County's designated contact and confirmed in writing via facsimile as noted in Section 2.

(c) Off-Site Medical Costs. Off-site medical costs are expenses incurred for any treatment or procedure outside of the jail and include prescriptions, any in-patient or out-patient treatment or referral. King County shall be responsible for the cost of all outside medical costs for its inmates as provided herein. King County shall also be responsible for all costs associated with the delivery of medical, psychiatric and dental services provided to a inmate that are not available from the health care program within the county jail and for all emergency medical services, wherever provided. These costs shall be paid directly to the provider or as a reimbursement to the county, as directed by the county. The determination of whether a King County inmate requires emergent medical, dental or psychiatric services outside of Kitsap County shall be made by Kitsap County Sheriff's Office.

(d) Records. The Kitsap County Sheriff's Office shall keep records of all medical, psychiatric or dental services it provides to an inmate, and shall send a copy of the medical record via facsimile to King County Jail Health Services upon an inmate's return to King County.

(e) No Waiver of Right to Seek Reimbursement. The above paragraphs relating to medical costs are intended solely to define the obligations between the parties to this Agreement. Nothing contained within the provisions of this Agreement shall be construed to waive the rights of either

party to seek reimbursement for costs from the department of social and health services, or from the prisoner, or any other responsible third-party.

7. TRANSPORTATION OF KING COUNTY INMATES:

Regular Transport. King County will transport inmates to and from Kitsap County Sheriff's Office. Kitsap County Sheriff's Office shall have sole discretion to set the day and time of such transports, but Kitsap County Sheriff's Office shall confer with King County prior to setting such days and times and shall use its best efforts to schedule such transports at times that are convenient for King County.

8. TRANSFER OF CUSTODY:

(a) Kitsap County Sheriff's Office shall not be required to take custody of or assume control of or responsibility for any property of the inmate, except for the inmate's supply of medicine, inmate funds transferred from King County to be administered by Kitsap County Sheriff's Office according to section 10(b), and such personal property that Kitsap County Sheriff's Office allows inmates to keep in their cell. King County's officers delivering an inmate to the transportation location shall be responsible for ensuring that all paperwork is in order and that all property allowed to be transported with the inmate is properly packaged.

(b) Further Transfer of Custody. Except as otherwise allowed by Section 9 of this Agreement, Kitsap County Sheriff's Office will not transfer custody of any inmate confined pursuant to this Agreement to any agency other than to King County.

(c) Responsibilities Upon Assumption of Custody. Upon transfer of custody to Kitsap County Sheriff's Office, it shall be King County staff's responsibility to confine the inmate; to supervise, discipline and control said inmate; and to administer the inmate's sentence pursuant to the order of the committing court in the State of Washington and King County's determinations regarding early release credits. It is King County's duty to determine the amount, if any, of early release credits earned by each of its inmates.

(d) Resumption of Custody by Contract Agency. No inmate held under this Agreement will be released by Kitsap County Sheriff's Office. King County shall be responsible for determining the release date for the inmates held by Kitsap County Sheriff's Office under this Agreement.

(e) Responsibilities Upon Return of Inmate to King County. Upon return of custody to King County, Kitsap County Sheriff's Office shall provide a completed custody transfer form, a copy or summary of each inmate's medical records held by Kitsap County Sheriff's Office for the current booking and any other documentation reasonably requested by King County. If such additional information is requested by King County regarding a particular inmate, the parties shall mutually cooperate to obtain such information. Kitsap County Sheriff's Office shall also provide all inmate funds and personal property of each inmate transferred from Kitsap County Sheriff's Office to King County.

9. RIGHT TO REFUSE/RETURN AN INMATE:

In addition to the right to return or refuse to accept inmates, Kitsap County Sheriff's Office shall have the right to return or refuse to accept any of King County's inmates under any one of the following additional circumstances.

(a) Pending Medical Needs. Kitsap County Sheriff's Office shall have the right to refuse to accept any Contract Agency inmate who appears to Kitsap County Facility to be in need of urgent medical, psychiatric or dental attention.

(b) Problematic Medical History or Behavior and New Medical Conditions. Kitsap County Sheriff's Office shall have the right to return or refuse to accept any Contract Agency's inmate that, in the sole judgment of Kitsap County Sheriff's Office, presents a risk of escape, presents a risk of injury to other persons or property, develops an illness or injury or behaves in any other manner that in Kitsap County Sheriff's Office's opinion may adversely affect or interfere with the efficient operations of Kitsap County Sheriff's Office.

(c) Litigation. Kitsap County Facility shall have the right to return or refuse to accept any Contract Agency inmate that files a claim or lawsuit against Kitsap County.

(d) Capacity. Kitsap County shall have the right to limit the number of inmates to avoid overcrowding at the Kitsap County Jail.

10. REMOVAL FROM JAIL - OTHER GROUNDS:

King County's inmates may be removed from Kitsap County Sheriff's Office for the following reason(s):

(a) Request by King County. Kitsap County Sheriff's Office will release King County's inmate upon written request of King County for transfer of custody back to King County. In such case, the inmate will be transported by King County's officers.

(b) Treatment Outside of Jail. Any of King County's inmates may be removed from Kitsap County Sheriff's Office for medical, psychiatric or dental treatment or care not available within Kitsap County Sheriff's Office Jail.

(c) Catastrophe. Any of King County's inmates may be removed from Kitsap County Sheriff's Office in the event of any catastrophic condition presenting, in the sole discretion of Kitsap County Sheriff's Office, an imminent danger to the safety of the inmate(s) or personnel of Kitsap County Sheriff's Office. In such case, Kitsap County Sheriff's Office will inform King County, at the earliest practicable time, of the whereabouts of the inmate(s) so removed and shall exercise all reasonable care for the safekeeping and custody of such inmate(s).

(e) Return of Inmate. Any of King County's inmates may be removed from Kitsap County Jail to return an inmate to King County under the terms of Section 8.

11. INMATE RIGHTS, ACCOUNTS AND PROGRAMS:

(a) Early Release Credit and Discipline. With respect to King County's inmates, King County shall maintain and manage disciplinary issues and will administer sanctions as per facility rules. No discipline prohibited by federal or state law will be permitted. Except as otherwise provided herein, the disciplinary policies and rules of the Kitsap County Sheriff's Office will apply equally to inmates confined pursuant to this Agreement and to those otherwise confined.

(b) Inmate Accounts. Kitsap County Sheriff's Office shall establish and maintain an account for each inmate received from King County and shall credit to such account all money received from an inmate or from King County on behalf of an inmate. Kitsap County Sheriff's Office shall make disbursements from such accounts by debiting such accounts in accurate amounts for items purchased by the inmate for personal needs. Disbursements shall be made in limited amounts as are reasonably necessary for personal maintenance. At termination or expiration of this Agreement, an inmate's return to King County, or death or escape of an inmate, Kitsap County Sheriff's Office shall submit a check to King County in the name of each inmate eligible for reimbursement in order to transfer an inmate's money to an inmate account administered by King County.

(c) Programs. The Kitsap County Sheriff's Office will be providing King County's inmates with educational, recreational and social service programs.

(d) Inability to Serve Time Outside of Facility. King County's inmates will not be allowed to leave the jail for participation in correctional work crews, work release programs, home monitoring or any other program in which other inmates sometimes are allowed to leave the physical confines of the jail as part of serving their sentence.

(e) Facility Conditions. Kitsap County Sheriff's Office shall operate its correctional facility consistent with all applicable federal, state and local laws and provide King County's inmates with conditions of confinement that at least meet those required by state and federal law, including, but not limited to, conditions related to diet, health care, clean clothing, exercise and outside recreation, visitation, use of force, access to legal materials, and religious practices.

12. ACCESS TO FACILITY AND INMATES:

(a) Access to Facility. King County shall have the right to inspect, at mutually agreeable times, Kitsap County Sheriff's Office in order to confirm such jail maintains standards acceptable to King County and that its inmates are treated appropriately.

(b) Access to Inmates. King County personnel shall have the right to interview inmates from King County at any reasonable time between the hours of 0800-2100 hours daily within the Kitsap County Sheriff's Office Jail.

13. ESCAPES AND DEATHS:

(a) Escapes. In the event of an escape by a King County inmate from Kitsap County Sheriff's Office, King County will be notified immediately. Notification shall be by telephone call to King County's designated contact and confirmed in writing via facsimile as noted in Section 2 for Emergency Contact.

(b) Deaths. In the event of a death of a King County inmate in the Kitsap County Sheriff's Office, King County shall be notified immediately. Notification shall be by telephone call to King County's designated contact, and confirmed in writing via facsimile as noted in Section 2 Emergency Contact. The Kitsap County Sheriff's Office will immediately provide a copy of all records to King County including correctional records and medical records. The Kitsap County Sheriff's Office shall cooperate in inquest proceedings, if any. The Kitsap County Sheriff's Office shall follow the written instructions of King County regarding the disposition of the body.

14. RECORD KEEPING:

The Kitsap County Sheriff's Office agrees to maintain a system of record keeping relative to the booking and confinement of each of King County's inmates consistent with the record keeping by the Kitsap County Sheriff's Office for all other inmates. Kitsap County Sheriff's Office shall make copies of said records available to King County upon request.

15. DURATION:

This Agreement shall be effective upon execution by both parties and shall continue through December 31, 2010 unless terminated earlier. This Agreement may be renewed for successive periods of one year by written addendum executed by all parties hereto under such terms as the parties agree in writing.

16. GOVERNING LAW/VENUE:

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 this Agreement and an inmate's confinement under this Agreement. The parties further agree that venue for any legal action undertaken by one of the parties regarding the terms of this Agreement shall be in King County, Washington.

17. NON-DISCRIMINATION POLICY:

The Kitsap County Sheriff's Office and King County agree not to discriminate in the performance of this Agreement because of race, color, national origin, sex, age, religion, creed, marital status, disabled or Vietnam era veteran status, or the presence of any physical, mental, or sensory handicap.

18. WAIVER OF RIGHTS:

No waiver of any right under this Agreement shall be effective unless made in writing by an authorized representative of the party to be bound thereby. Failure to insist upon full performance on any occasion shall not constitute consent to or waiver of any continuation of nonperformance or any later nonperformance; nor does payment of a billing or continued performance after notice of a deficiency in performance constitutes acquiescence thereto.

19. TERMINATION:

(a) Termination for Convenience. This Agreement may be terminated without cause prior to expiration by written notice from either party delivered by regular mail to the contact person at the address set forth herein.

(b) Termination for Cause. Either party may terminate this Agreement for cause if the other party breaches any terms hereof and fails to cure any breach within sixty (60) days written notice by the other party of the specific breach and a request to cure. At least 30 days prior to the effective date of any termination under this provision, the party seeking termination shall provide written notice of a specific plan for the transporting of King County's inmates prior to the effective date of termination.

(c) Transport of Inmates Upon Termination of Contract. In the event of a termination of the Agreement in compliance with Section 18(a) or (b) above, the parties shall make good faith efforts to transport all inmates via regular transports as provided in Section 7 prior to the effective termination date. If additional transports are required to allow transport of all of Contract Agency's inmates prior to effective date of termination, any needed additional transports shall be the responsibility of the party giving notice of termination in the case of a termination for convenience under Section 18(a), and the responsibility of the party in breach in the case of a termination for cause under Section 18(b).

20. DEFENSE AND INDEMNITY AGREEMENT:

Each party agrees to defend, indemnify and save harmless the Other Party, its appointed and elective officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon The Indemnified Party, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting there from, sustained by any person or persons and on account of damage to property including loss of use thereof, due to the negligence of the Indemnifying Party, its Subcontractors, its successor or assigns, or its or their agent, servants, or employees.

If the claim, suit, or action for injuries, death, or damages as provided for in the preceding paragraph of this contract is caused by or results from the concurrent negligence of (a) the indemnities or the indemnities' agents or employees, and (b) the indemnitor or the indemnitor's agents or employees, the indemnity provisions provided for in the preceding paragraph of this contract shall be valid and enforceable only to the proportional extent of the indemnitor's negligence.

21. INSURANCE REQUIREMENT:

Kitsap County and King County shall maintain and provide evidence of liability coverage, if requested.

The terms of Sections 20 and 21, **DEFENSE AND INDEMNITY AGREEMENT** and **INSURANCE REQUIREMENT** shall survive the termination or expiration of this Agreement.

22. MISCELLANEOUS:

In providing these services to the Contract Agency, the county is an independent contractor and neither its officers, agents, nor employees are employees of the Contract Agency for any purpose including responsibility for any federal or state tax, industrial insurance or Social Security liability. No provision of services under this Agreement shall give rise to any claim of career service or civil service right, which may accrue to an employee of the Contract Agency under any applicable law, rule, or regulation.

23. SEVERABILITY:

If any provision of this contract shall be held invalid, the remainder of this contract shall not be affected thereby if such remainder would then continue to serve the purposes and objectives of both parties.

DATED this ____ day of _____, 2009.

KING COUNTY

King County Executive

Approved as to Form:

King County Prosecuting Attorney

DATED this ____ day of _____, 2009.

KITSAP COUNTY SHERIFF'S OFFICE

Ned Newlin
Chief of Corrections

16684

BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON

CHARLOTTE GARRIDO, Chair

JOSH BROWN, Commissioner

STEVE BAUER, Commissioner

ATTEST:

Opal Robertson, Clerk of the Board