

ORDINANCE No. 120826

COUNCIL BILL No. 114185

AN ORDINANCE authorizing the Director of the Department of Finance to execute an agreement with the Yakima County Board of Commissioners for the provision of jail services for prisoners convicted of misdemeanor crimes and sentenced to a period of incarceration under the Seattle Municipal Code.

COMPTROLLER FILE No. _____

Introduced:	By:
MAY 20 2002	COMPTON
Referred:	To:
MAY 20 2002	Police Courts & Techn. Committee
Referred:	To:
Referred:	To:
Reported:	Second Reading:
6-17-02	
Third Reading:	Signed:
6-17-02	6-17-02
Presented to Mayor:	Approved:
6-18-02	6/25/02
Returned to City Clerk:	Published:
6/25/02	Title 3pp
Vetoed by Mayor:	Veto Published:
Passed over Veto:	Veto Sustained:

The City of Seattle--Legislative

REPORT OF COMMITTEE

Honorable President:

Your Committee on _____

to which was referred the within Council Bill No. _____
report that we have considered the same and respectfully recommend that

Compton aye
Paykel aye
With substitute
at attachment

5/28/02 Hold

6-17-02 Passed As Amended 7-0
(Excused: Steinbroeck, Wills)

Committee Chair

me
The City of Seattle--Legislative Department *Fi*

Date Reported
and Adopted

REPORT OF COMMITTEE

Honorable President:

Your Committee on _____

to which was referred the within Council Bill No. _____
report that we have considered the same and respectfully recommend that the same:

Compton eye

Payelver eye

with substitute

at attachment (Contract)

5/28/02 Hold

6-17-02 Passed AS Amended 7-0
(Excused: Steinbroeck, Wills)

Committee Chair

SMEAD 73 YSP 17117

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*Examiner
Amended
Text loaded
Fiscal Note
Attachment A*

ORDINANCE 120826

AN ORDINANCE authorizing the Director of the Department of Finance to execute an agreement with the Yakima County Board of Commissioners for the provision of jail services for prisoners convicted of misdemeanor crimes and sentenced to a period of incarceration under the Seattle Municipal Code.

WHEREAS, the City of Seattle ("City") pays for the confinement of individuals who are convicted of committing misdemeanor crimes under the Seattle Municipal Code; and

WHEREAS, the King County Department of Juvenile and Adult Detention, which is currently the City's sole provider of jail services, projects that it will not be able to fully provide for the City's needs in the coming years; and

WHEREAS, the Yakima County Department of Corrections and Security ("Yakima County") currently has sufficient jail capacity and services to house convicted misdemeanants from outside its jurisdiction, is considering a significant expansion of its presently available capacity and services, and is actively seeking to house convicted misdemeanants from areas outside Yakima County; and

WHEREAS, a contract with Yakima County for jail services will not be a substitute for the City's continued investments in improving and expanding programs that offer alternatives to incarceration and alternative sentencing programs, including electronic home monitoring, work crew, community service, probation services and "problem solving" court calendars, such as the Mental Health Court and the Driving While License Suspended calendar; and

WHEREAS, City Council Resolution 30444, passed on April 8, 2002, directed the Executive to work with the Municipal Court and Council staff to develop and implement an interim contract with Yakima County for the provision of jail services as an initial step towards a possible long-term contractual agreement with Yakima County for the provision of jail services,

NOW THEREFORE, BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The Director of Finance is authorized to execute, for and on behalf of The City of Seattle, a short-term agreement substantially in the form attached hereto with the Yakima County Board of County Commissioners for the provision of misdemeanor jail services entitled "AGREEMENT BETWEEN YAKIMA COUNTY, WASHINGTON AND

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1 CITY OF SEATTLE, WASHINGTON, FOR THE HOUSING OF INMATES IN THE
2 YAKIMA COUNTY JAIL" (Attachment 1).
3

4 Section 2. Any act consistent with the authority and prior to the effective date of this
5 ordinance is hereby ratified and confirmed.
6

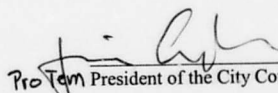
7 Section 3. The Executive, working cooperatively with Council Central Staff, will
8 monitor and evaluate the short-term contract and will report back to the City Council within
9 two weeks of the conclusion of the pilot program. The Executive will work to address any
10 problems that arise during the pilot program and will incorporate program improvements
11 into any future long-term agreements with Yakima County. As part of the evaluation, the
12 Executive will obtain information and feedback from the Municipal Court, Law Department,
13 Police Department, City-contracted public defense agencies, local social service agencies,
14 and from a survey of Seattle inmates sent to Yakima.
15

16 Section 3. This ordinance shall take effect and be in force thirty (30) days from and
17 after its approval by the Mayor, but if not approved and returned by the Mayor within ten
18 (10) days after presentation, it shall take effect as provided by Seattle Municipal Code
19 Section 1.04.020.

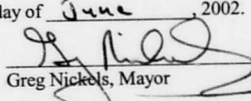
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1
2 Passed by the City Council the 17th day of June, 2002, and signed by
3 me in open session in authentication of its passage this 17th day of June,
4 2002.

5
6 
Pro Tem President of the City Council

7
8 Approved by me this 25 day of June, 2002.

9
10 
11 Greg Nickels, Mayor

12
13 Filed by me this 25th day of June, 2002.

14
15 
16 City Clerk

17 (SEAL)

18
19
20
21
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23
24
25 Attachment 1: Agreement between Yakima County, Washington and City of Seattle,
26 Washington, for the Housing of Inmates in the Yakima County Jail

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FILED
CITY OF SEATTLE
02 JUL 13 PM 12:31

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

THIS AGREEMENT is made and entered into on this 9th day of July, 2002 by and between the City of Seattle ("City") and the Board of County Commissioners of Yakima County, Washington, by and through its Department of Corrections and Security ("Yakima County"), each party having been duly organized and now existing under the laws of the State of Washington.

WITNESSETH:

Ordinance 120826

WHEREAS, Yakima County is authorized by law to operate a jail and the City is authorized by law to operate a jail; and

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 ("City Inmates"); and

WHEREAS, the Director of the Yakima County Department of Corrections and Security wishes to accept and keep in his/her custody such City Inmate(s) in the Yakima County Jail in exchange for a rate of compensation from the City mutually agreed upon by the parties hereto; and

WHEREAS, the Interlocal Cooperation Act, Chapter 39.34 RCW, 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 City and County Jails Act, Chapter 70.48, as amended, further authorizes the City to contract with Yakima County for jail services; and

WHEREAS, the governing bodies of each of the parties hereto have determined to enter into this Agreement as authorized and provided for by the Interlocal Cooperation Act and the City and County Jails Act, 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 the confinement of City Inmates by Yakima County pursuant to this Agreement.

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2. DURATION

This Agreement shall be in full force and effect from the effective date hereof and shall terminate at midnight on December 31, 2002, subject to earlier termination as provided by Section 3 herein. This Agreement may be renewed for successive periods of one year each through the execution of amendments hereto reflecting mutually approved billing rates for each such successive year.

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 such termination shall become effective ninety (90) days after receipt of such notice. Within said ninety (90) days, the City agrees to remove all City Inmate(s) from the Yakima County Jail.

(b) By the City Due to Lack of Funding. The obligation of the City to pay Yakima County under Section 5 of this Agreement beyond any current fiscal year during the term of this Agreement is expressly made contingent upon the appropriation, budgeting and availability of sufficient funds by the City. 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 beyond any current fiscal year, then the City shall have the option of immediately terminating the Agreement upon written notice to Yakima County; provided, however, that all services provided to the City by Yakima County prior to such termination and the costs necessarily incurred in connection with the removal of all City Inmates from the Yakima County Jail shall be compensated at the agreed upon rate; provided further, however, that any such termination will not cause any penalty to be charged to the City.

(c) Compensation Due for Services Rendered. In the event of termination of this Agreement for any reason, the City shall compensate Yakima County in the same manner, and at the same rates, as if this Agreement had not been terminated should any City Inmates remain housed by Yakima County after notice of such termination.

4. MAILING ADDRESSES

All notices, reports, and correspondence to the respective parties of this Agreement shall be sent to the following:

Yakima County: Kenneth A. Ray, Director
Yakima County Department of Corrections and Security
111 No. Front Street
Yakima, WA 98901
Telephone: (509) 574-1704
Facsimile: (509) 574-1701
E-Mail: ken.ray@co.yakima.wa.us

City of Seattle:

Elise Downer
City of Seattle Department of Finance
600 4th Avenue, Suite 340
Seattle, WA 98104
Telephone: (206) 684-8076
Facsimile: (206) 233-0022
E-Mail: elise.downer@ci.seattle.wa.us

and to

Mary Lewis
Seattle Municipal Court
Public Safety Building, Room 114
610 Third Avenue
Seattle, WA 98105
Telephone: (206) 684-5621
Facsimile: (206) 684-8705
E-Mail: mary.lewis@ci.seattle.wa.us

5. COMPENSATION

(a) Transports and Housing Rates. Yakima County agrees to perform (at no transport or other cost to the City) a minimum of four (4) transports per week between the Yakima County Department of Corrections and (i) the Renton City Jail, (ii) the King County Correctional Facility, 500 5th Avenue, Seattle, WA., (iii) the Regional Justice Center ("RJC"), 401 4th Avenue N., Kent, WA, and/or (iv) such other location as designated by the City in order to transport Seattle 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.

In addition, Yakima County agrees to house such City Inmates at the per day per inmate rates provided in the table below, and without any booking costs, and the City agrees to pay for such housing from the date the City Inmate is taken into custody and control by Yakima County

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to the date such inmate or inmates is released there from.

Calendar Year 2002 Daily Rates

Monthly Average Daily Population (City Inmates in Yakima County Jail)	Daily Rate Per City Inmate
As Agreed Up to 5	\$ 50
6 - 25	\$ 49
26 - 45	\$ 48
46 - 84	\$ 47
85 +	\$ 46

The City estimates that its MADP during the term of this Agreement will be approximately fifty (50) City Inmates. However, the City makes no minimum City Inmate population commitment of any kind under this Agreement, and nothing herein shall be construed as requiring the City to have City Inmates, or any particular number of them, housed in the Yakima County Jail continuously or at any particular time during the term of this Agreement.

For purposes of determining the appropriate MADP for City billing purposes, the City will be allowed to combine its MADP with the MADPs of other King County jurisdictions with respect to all inmates from those jurisdictions who are transported by Yakima County to the Yakima County Jail from the Renton City Jail, King County Correctional Facility, RJC or other appropriate location. (Thus, for example, if the City's MADP in combination with the MADPs of other King County jurisdictions in any month is between 46 and 84, the City would be billed at the rate of \$47 per day per City Inmate for that month.)

(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 cities of Seattle, Renton, Des Moines, Auburn, Federal Way, Tukwila, Bellevue or another South King County jurisdiction from the Renton City Jail, the King County Correctional Facility, 500 5th Avenue, Seattle, WA., or the Regional Justice Center ("RJC"), 401 4th Avenue N., Kent, WA, constitutes a minimum of 3 (three) inmates or other jurisdictions housing inmates constitutes a minimum of 3 (three) inmates.

(c) Billing and Payment. Yakima County agrees to provide the City with an itemized monthly bill listing (i) the names of all City Inmates who are housed at the Yakima County Jail, together with their case or citation numbers, (ii) the number of days each City Inmate is housed at the Yakima County Jail, including the date and time the City Inmate is taken into custody and control by Yakima County and the date and time released there from, and (iii) the dollar amount due for each City Inmate. Yakima County agrees to provide said bill on or about the 10th of each month following the delivery of services hereunder. 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 the Yakima County Jail at all reasonable times.

7. CITY INMATE ACCOUNTS

Yakima County shall establish and maintain an account for each City Inmate, and shall credit to such account all monies received therefrom. Yakima County shall make disbursements to City Inmates from their accounts from time to time for personal maintenance needs, accurately debiting each such account in connection with such disbursements. Yakima County shall maintain a satisfactory procedure to accept and deposit into individual City Inmate accounts additional funds from family members and friends for such personal maintenance needs. Such procedure shall include the acceptance of certified and government checks and cash. Yakima County shall be accountable to the City for all such City Inmate funds. Upon release from incarceration, the funds in each City Inmate's account shall be transferred to the City Inmate. For each City Inmate that has not been released from incarceration, at the earlier of either (a) the termination of this Agreement or (b) the return of the City Inmate to the City or indefinite release to the court, the funds in each City Inmate's account shall be transferred to the City, which shall maintain such funds in an account for such City Inmate until such Inmate's release from incarceration by the City.

8. RESPONSIBILITY FOR CUSTODY OF CITY INMATES

It shall be the responsibility of Yakima County to confine the City Inmates; to provide for their treatment, including the furnishing of all necessary medical, dental, psychiatric, and hospital services and supplies; to provide for their subsistence and 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 treat them on a nondiscriminatory basis in accordance with all applicable federal, state and local laws; to maintain proper discipline and control over them; and to make certain that they receive no special privileges and that the sentence and orders of the committing court in Washington State are faithfully executed; provided, however, that nothing contained herein 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. Yakima County shall not eliminate or reduce any medical or dental, mental health, treatment, therapy or rehabilitation facilities or programs available to Yakima County Jail inmates as of the date of the execution of this Agreement without the prior approval of the City.

Yakima County shall provide City Inmates with reasonable access to their attorneys, spouses, families and friends during their period of incarceration at the Yakima County Jail. Yakima County. Subject to reimbursement by the City, Yakima County shall also provide City Inmates with confidential, toll-free telephone access to their attorneys during their period of incarceration at the Yakima County Jail. Yakima County will provide City Inmates with video visitation capabilities for attorneys, spouses, families and friends no later than June 17, 2002,

according to procedures that are mutually developed and acceptable to Yakima County and the City.

Except as provided in Section 12, it is expressly understood that Yakima County shall not be authorized to transfer custody of any City Inmate confined pursuant to this Agreement to any party other than the City, or to release any City Inmate from custody without prior written authorization from the committing court or another governmental entity with jurisdiction over such City Inmate.

9. MEDICAL, PSYCHIATRIC AND DENTAL SERVICES

(a) City Inmates shall receive such medical, dental, psychiatric and hospital treatment and related services, as may be necessary to safeguard their health while incarcerated at the Yakima County Jail. Yakima County shall provide or arrange for the providing of such medical, dental and psychiatric services. Except for routine minor medical services, the City shall directly or reimburse Yakima County for all costs associated with the delivery of any emergency and/or major medical service provided to 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, dental or psychiatric services of major consequence. Yakima County will report to the City any medical, dental or psychiatric services of a major consequence as soon as is practical.

(c) Should medical, dental or psychiatric services require hospitalization, the City agrees to compensate Yakima County dollar for dollar for 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 City Inmate's transfer to a hospital and nothing herein shall preclude the City from retaking the ill or injured City Inmates.

10. DISCIPLINE

Yakima County shall have physical control over and power to execute disciplinary authority over all City Inmates; provided, however, that nothing contained herein shall be construed to authorize or permit the imposition of a type of discipline prohibited by federal or state law or the imposition of a type of discipline that would not be imposed on a similarly situated non-City inmate incarcerated at the Yakima County Jail.

11. RECORDS AND REPORTS

(a) Before or at the time of delivery of each City Inmate, the City shall forward to Yakima County a copy of all inmate records in Seattle's and King County's possession wherein King County is acting on behalf of the City, pertaining to the City Inmate's present custody or detention at the Renton City Jail, King County Correctional Facility, RJC or other facility. If additional information is requested regarding a particular City Inmate, the parties shall mutually cooperate to provide such additional information.

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

12. REMOVAL OF CITY INMATES FROM THE JAIL

Except for City Inmates eligible for correctional work details while under the direct supervision of a Yakima County corrections officer, a City Inmate shall not be removed from the Yakima County Jail by any person without written authorization from the City, another governmental entity with jurisdiction over such Inmate, or by order of any court having such 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 City Inmate housed pursuant to this Agreement without written authorization by the committing court; provided, however, that this section shall not apply to an emergency necessitating the immediate removal of the City Inmate for medical, dental or psychiatric treatment or service, or other catastrophic condition presenting an eminent danger to the safety of the City Inmate or to the other inmates or personnel of Yakima County. In the event of any such emergency removal, Yakima County shall inform the City of the whereabouts of all City Inmates so removed at the earliest practicable time, and shall exercise all reasonable care for the safe keeping and custody of such City 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 City 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 City Inmate within its own territory. Any cost in connection therewith shall be chargeable to and borne by Yakima County; provided, however, that Yakima County shall not be required to expend unreasonable amounts to pursue and return inmates from other states or other countries.

14. DEATH OF A CITY INMATE

(a) In the event of the death of a City Inmate, the Yakima County Coroner shall be promptly notified. The City shall receive copies of any records made at or in connection with such notification. Yakima County will investigate any death of a City Inmate within its facility and will allow the City to participate in 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 City Inmate's body. Written notice shall be provided within three (3) weekdays 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 or other disposition and all matters related or incidental thereto, and all such expenses shall be paid

by the City. The provisions of this subsection 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 City Inmates who have died while in Yakima County custody.

15. 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 out of any City act or omission related to the confinement of any City Inmate in the Yakima County Jail; provided, however, 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 act or omission of Yakima County, its officers, agents, independent contractors, or employees, related to the custody or confinement of any City Inmate by Yakima County, or for any wrongful release of City Inmates placed in Yakima County's 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 City Inmate shall become the responsibility of Yakima County in either of the two following events, whichever occurs earlier: (i) when the City Inmate is booked into the Yakima County Jail, or (ii) when such City Inmate has been released to the care, custody and control of Yakima County by the City or a third party, including without limitation the point at which Yakima County or its agents picks up a City Inmate for transport to and from the Yakima County Jail pursuant to Section 5. Yakima County shall indemnify, hold harmless and defend the City as provided hereunder for all claims arising after it has assumed responsibility for a City Inmate. Similarly, the City shall indemnify, hold harmless and defend Yakima County as provided hereunder for all claims related a City Inmate before Yakima County has assumed responsibility for such City Inmate as provided for in this subsection.

(d) Yakima County agrees that its obligations under this Section 15 extend to any claim, demand or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, Yakima County, by mutual negotiation with the City, hereby waives, as to the City only, any immunity it might otherwise have against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the City incurs any judgment, award and/or costs arising therefrom, including attorney's fees to enforce the provisions of this section, all such fees, expenses and costs shall be recoverable from Yakima County.

(e) The City agrees that its obligations under this Section 15 extend to any claim, demand or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the City, by mutual negotiation with Yakima County, hereby waives, as to Yakima

County only, any immunity it might otherwise have against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event Yakima County incurs any judgment, award and/or costs arising therefrom, including attorney's fees to enforce the provisions of this section, all such fees, expenses and costs shall be recoverable from the City.

16. 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. Each party further agrees to provide the other with copies of its policies of insurance providing coverage hereunder. The insurance coverage maintained by the parties hereunder shall be sufficient to address the insurance and indemnification obligations set forth in this Agreement, and each party shall notify the other party in advance and in writing of any material changes to such coverage.

(b) Without in any way limiting the obligations of the parties pursuant to subsection (a), above, 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 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.

(c) As an alternative to the specific coverage provisions of subsection (b), above, either party may provide a satisfactory statement of self-insurance to the other party.

(d) Nothing contained in this Section 16 shall be construed as in any way limiting the hold harmless, indemnification and other obligations of the parties set forth in Section 15 of this Agreement.

17. RIGHT TO REFUSE INMATE(S)

(a) Yakima County shall have the right to refuse to accept any City Inmate when, in the opinion of Yakima County, the Yakima County Jail's inmate population is at or so near capacity that there is a substantial risk that the operational capacity limits of the jail might be reached.

(b) Yakima County shall have the right to refuse to accept any inmate from the City and to return to the City any City Inmate, which City Inmate, in the reasonable 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. If a City Inmate is being returned to the City pursuant to this subsection (b), the cost of transport shall be paid by the City unless the transport can be made by Yakima County within the terms set forth in Section 5 of this Agreement.

18. MISCELLANEOUS

(a) In providing services under this Agreement, 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 Agreement 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.

(b) This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral.

(c) This Agreement may be amended, modified or added to only by written instrument signed by both parties hereto.

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE
IT IS DUE TO THE QUALITY OF THE DOCUMENT.

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 SEATTLE, WA

By: *[Signature]*
Gregory J. Nickels, Mayor

Date:

Approved as to Form:

Thomas A. Carr, City Attorney

Keri Raymond
Assistant City Attorney

Date: 6/28/02

BOARD OF YAKIMA COUNTY COMMISSIONERS

By: *[Signature]*
Ronald F. Gamache, Chairman

By: *[Signature]*
Jesse S. Palacios, Commissioner

By: *[Signature]*
James M. Lewis, Commissioner

Attest: *[Signature]*
Carla M. Ward
Clerk of the Board

Date: 7-9-02
Approved as to form:

By: *[Signature]*
RONALD S. ZIRKLE, Yakima County
Prosecutor

Date: 7-9-02



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

THIS AGREEMENT is made and entered into on this ____ day of June, 2002 by and between the City of Seattle ("City") and the Board of County Commissioners of Yakima County, Washington, by and through its Department of Corrections and Security ("Yakima County"), 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 is authorized by law to operate a jail; and

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 ("City Inmates"); and

WHEREAS, the Director of the Yakima County Department of Corrections and Security wishes to accept and keep in his/her custody such City Inmate(s) in the Yakima County Jail in exchange for a rate of compensation from the City mutually agreed upon by the parties hereto; and

WHEREAS, the Interlocal Cooperation Act, Chapter 39.34 RCW, 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 City and County Jails Act, Chapter 70.48, as amended, further authorizes the City to contract with Yakima County for jail services; and

WHEREAS, the governing bodies of each of the parties hereto have determined to enter into this Agreement as authorized and provided for by the Interlocal Cooperation Act and the City and County Jails Act, 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 the confinement of City Inmates by Yakima County pursuant to this Agreement.

2. DURATION

This Agreement shall be in full force and effect from the effective date hereof and shall terminate at midnight on December 31, 2002, subject to earlier termination as provided by Section 3 herein. This Agreement may be renewed for successive periods of one year each through the execution of amendments hereto reflecting mutually approved billing rates for each such successive year.

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 such termination shall become effective ninety (90) days after receipt of such notice. Within said ninety (90) days, the City agrees to remove all City Inmate(s) from the Yakima County Jail.

(b) By the City Due to Lack of Funding. The obligation of the City to pay Yakima County under Section 5 of this Agreement beyond any current fiscal year during the term of this Agreement is expressly made contingent upon the appropriation, budgeting and availability of sufficient funds by the City. 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 beyond any current fiscal year, then the City shall have the option of immediately terminating the Agreement upon written notice to Yakima County; provided, however, that all services provided to the City by Yakima County prior to such termination and the costs necessarily incurred in connection with the removal of all City Inmates from the Yakima County Jail shall be compensated at the agreed upon rate; provided further, however, that any such termination will not cause any penalty to be charged to the City.

(c) Compensation Due for Services Rendered. In the event of termination of this Agreement for any reason, the City shall compensate Yakima County in the same manner, and at the same rates, as if this Agreement had not been terminated should any City Inmates remain housed by Yakima County after notice of such termination.

4. MAILING ADDRESSES

All notices, reports, and correspondence to the respective parties of this Agreement shall be sent to the following:

Yakima County: Kenneth A. Ray, Director
Yakima County Department of Corrections and Security
111 No. Front Street

Agreement Between Yakima County/City of Seattle



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Yakima, WA 98901
Telephone: (509) 574-1704
Facsimile: (509) 574-1701
E-Mail: ken.ray@co.yakima.wa.us

City of Seattle:

Elise Downer
City of Seattle Department of Finance
600 4th Avenue, Suite 340
Seattle, WA 98104
Telephone: (206) 684-8076
Facsimile: (206) 233-0022
E-Mail: elise.downer@ci.seattle.wa.us

and to

Mary Lewis
Seattle Municipal Court
Public Safety Building, Room 114
610 Third Avenue
Seattle, WA 98105
Telephone: (206) 684-5621
Facsimile: (206) 684-8705
E-Mail: mary.lewis@ci.seattle.wa.us

5. COMPENSATION

(a) Transports and Housing Rates. Yakima County agrees to perform (at no transport or other cost to the City) a minimum of four (4) transports per week between the Yakima County Department of Corrections and (i) the Renton City Jail, (ii) the King County Correctional Facility, 500 5th Avenue, Seattle, WA., (iii) the Regional Justice Center ("RJC"), 401 4th Avenue N., Kent, WA, and/or (iv) such other location as designated by the City in order to transport Seattle 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.

In addition, Yakima County agrees to house such City Inmates at the per day per inmate rates provided in the table below, and without any booking costs, and the City agrees to pay for such housing from the date the City Inmate is taken into custody and control by Yakima County



to the date such inmate or inmates is released there from.

Calendar Year 2002 Daily Rates	
Monthly Average Daily Population (City Inmates in Yakima County Jail)	Daily Rate Per City Inmate
As Agreed Up to 5	\$ 50
6 - 25	\$ 49
26 - 45	\$ 48
46 - 84	\$ 47
85 +	\$ 46

The City estimates that its MADP during the term of this Agreement will be approximately fifty (50) City Inmates. However, the City makes no minimum City Inmate population commitment of any kind under this Agreement, and nothing herein shall be construed as requiring the City to have City Inmates, or any particular number of them, housed in the Yakima County Jail continuously or at any particular time during the term of this Agreement.

For purposes of determining the appropriate MADP for City billing purposes, the City will be allowed to combine its MADP with the MADPs of other King County jurisdictions with respect to all inmates from those jurisdictions who are transported by Yakima County to the Yakima County Jail from the Renton City Jail, King County Correctional Facility, RJC or other appropriate location. (Thus, for example, if the City's MADP in combination with the MADPs of other King County jurisdictions in any month is between 46 and 84, the City would be billed at the rate of \$47 per day per City Inmate for that month.)

(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 cities of Seattle, Renton, Des Moines, Auburn, Federal Way, Tukwila, Bellevue or another South King County jurisdiction from the Renton City Jail, the King County Correctional Facility, 500 5th Avenue, Seattle, WA., or the Regional Justice Center ("RJC"), 401 4th Avenue N., Kent, WA, constitutes a minimum of 3 (three) inmates or other jurisdictions housing inmates constitutes a minimum of 3 (three) inmates.

(c) Billing and Payment. Yakima County agrees to provide the City with an itemized monthly bill listing (i) the names of all City Inmates who are housed at the Yakima County Jail, together with their case or citation numbers, (ii) the number of days each City Inmate is housed at the Yakima County Jail, including the date and time the City Inmate is taken into custody and control by Yakima County and the date and time released there from, and (iii) the dollar amount due for each City Inmate. Yakima County agrees to provide said bill on or about the 10th of each month following the delivery of services hereunder. 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 the Yakima County Jail at all reasonable times.

7. CITY INMATE ACCOUNTS

Yakima County shall establish and maintain an account for each City Inmate, and shall credit to such account all monies received therefrom. Yakima County shall make disbursements to City Inmates from their accounts from time to time for personal maintenance needs, accurately debiting each such account in connection with such disbursements. Yakima County shall maintain a satisfactory procedure to accept and deposit into individual City Inmate accounts additional funds from family members and friends for such personal maintenance needs. Such procedure shall include the acceptance of certified and government checks and cash. Yakima County shall be accountable to the City for all such City Inmate funds. Upon release from incarceration, the funds in each City Inmate's account shall be transferred to the City Inmate. For each City Inmate that has not been released from incarceration, at the earlier of either (a) the termination of this Agreement or (b) the return of the City Inmate to the City or indefinite release to the court, the funds in each City Inmate's account shall be transferred to the City, which shall maintain such funds in an account for such City Inmate until such Inmate's release from incarceration by the City.

3. RESPONSIBILITY FOR CUSTODY OF CITY INMATES

It shall be the responsibility of Yakima County to confine the City Inmates; to provide for their treatment, including the furnishing of all necessary medical, dental, psychiatric, and hospital services and supplies; to provide for their subsistence and 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 treat them on a nondiscriminatory basis in accordance with all applicable federal, state and local laws; to maintain proper discipline and control over them; and to make certain that they receive no special privileges and that the sentence and orders of the committing court in Washington State are faithfully executed; provided, however, that nothing contained herein 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. Yakima County shall not eliminate or reduce any medical or dental, mental health, treatment, therapy or rehabilitation facilities or programs available to Yakima County Jail inmates as of the date of the execution of this Agreement without the prior approval of the City.

Yakima County shall provide City Inmates with reasonable access to their attorneys, spouses, families and friends during their period of incarceration at the Yakima County Jail. Yakima County. Subject to reimbursement by the City, Yakima County shall also provide City Inmates with confidential, toll-free telephone access to their attorneys during their period of incarceration at the Yakima County Jail. Yakima County will provide City Inmates with video



visitation capabilities for attorneys, spouses, families and friends no later than June 17, 2002, according to procedures that are mutually developed and acceptable to Yakima County and the City.

Except as provided in Section 12, it is expressly understood that Yakima County shall not be authorized to transfer custody of any City Inmate confined pursuant to this Agreement to any party other than the City, or to release any City Inmate from custody without prior written authorization from the committing court or another governmental entity with jurisdiction over such City Inmate.

9. MEDICAL, PSYCHIATRIC AND DENTAL SERVICES

(a) City Inmates shall receive such medical, dental, psychiatric and hospital treatment and related services, as may be necessary to safeguard their health while incarcerated at the Yakima County Jail. Yakima County shall provide or arrange for the providing of such medical, dental and psychiatric 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 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, dental or psychiatric services of major consequence. Yakima County will report to the City any medical, dental or psychiatric services of a major consequence as soon as is practical.

(c) Should medical, dental or psychiatric services require hospitalization, the City agrees to compensate Yakima County dollar for dollar for 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 City Inmate's transfer to a hospital and nothing herein shall preclude the City from retaking the ill or injured City Inmates.

10. DISCIPLINE

Yakima County shall have physical control over and power to execute disciplinary authority over all City Inmates; provided, however, that nothing contained herein shall be construed to authorize or permit the imposition of a type of discipline prohibited by federal or state law or the imposition of a type of discipline that would not be imposed on a similarly situated non-City inmate incarcerated at the Yakima County Jail.

11. RECORDS AND REPORTS

(a) Before or at the time of delivery of each City Inmate, the City shall forward to Yakima County a copy of all inmate records in Seattle's and King County's possession wherein King County is acting on behalf of the City, pertaining to the City Inmate's present custody or detention at the Renton City Jail, King County Correctional Facility, RJC or other facility. If



additional information is requested regarding a particular City Inmate, the parties shall mutually cooperate to provide such additional information.

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

12. REMOVAL OF CITY INMATES FROM THE JAIL

Except for City Inmates eligible for correctional work details while under the direct supervision of a Yakima County corrections officer, a City Inmate shall not be removed from the Yakima County Jail by any person without written authorization from the City, another governmental entity with jurisdiction over such Inmate, or by order of any court having such 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 City Inmate housed pursuant to this Agreement without written authorization by the committing court; provided, however, that this section shall not apply to an emergency necessitating the immediate removal of the City Inmate for medical, dental or psychiatric treatment or service, or other catastrophic condition presenting an eminent danger to the safety of the City Inmate or to the other inmates or personnel of Yakima County. In the event of any such emergency removal, Yakima County shall inform the City of the whereabouts of all City Inmates so removed at the earliest practicable time, and shall exercise all reasonable care for the safe keeping and custody of such City 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 City 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 City Inmate within its own territory. Any cost in connection therewith shall be chargeable to and borne by Yakima County; provided, however, that Yakima County shall not be required to expend unreasonable amounts to pursue and return inmates from other states or other countries.

14. DEATH OF A CITY INMATE

(a) In the event of the death of a City Inmate, the Yakima County Coroner shall be promptly notified. The City shall receive copies of any records made at or in connection with such notification. Yakima County will investigate any death of a City Inmate within its facility and will allow the City to participate in 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 City Inmate's body.



Written notice shall be provided within three (3) weekdays 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 or other disposition and all matters related or incidental thereto, and all such expenses shall be paid by the City. The provisions of this subsection 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 City Inmates who have died while in Yakima County custody.

15. 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 out of any City act or omission related to the confinement of any City Inmate in the Yakima County Jail; provided, however, 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 act or omission of Yakima County, its officers, agents, independent contractors, or employees, related to the custody or confinement of any City Inmate by Yakima County, or for any wrongful release of City Inmates placed in Yakima County's 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 City Inmate shall become the responsibility of Yakima County in either of the two following events, whichever occurs earlier: (i) when the City Inmate is booked into the Yakima County Jail, or (ii) when such City Inmate has been released to the care, custody and control of Yakima County by the City or a third party, including without limitation the point at which Yakima County or its agents picks up a City Inmate for transport to and from the Yakima County Jail pursuant to Section 5. Yakima County shall indemnify, hold harmless and defend the City as provided hereunder for all claims arising after it has assumed responsibility for a City Inmate. Similarly, the City shall indemnify, hold harmless and defend Yakima County as provided hereunder for all claims related a City Inmate before Yakima County has assumed responsibility for such City Inmate as provided for in this subsection.

(d) Yakima County agrees that its obligations under this Section 15 extend to any claim, demand or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, Yakima County, by mutual negotiation with the City, hereby waives, as to the City only, any immunity it might otherwise have against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the City incurs any judgment, award and/or costs



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arising therefrom, including attorney's fees to enforce the provisions of this section, all such fees, expenses and costs shall be recoverable from Yakima County.

(e) The City agrees that its obligations under this Section 15 extend to any claim, demand or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the City, by mutual negotiation with Yakima County, hereby waives, as to Yakima County only, any immunity it might otherwise have against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event Yakima County incurs any judgment, award and/or costs arising therefrom, including attorney's fees to enforce the provisions of this section, all such fees, expenses and costs shall be recoverable from the City.

16. 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. Each party further agrees to provide the other with copies of its policies of insurance providing coverage hereunder. The insurance coverage maintained by the parties hereunder shall be sufficient to address the insurance and indemnification obligations set forth in this Agreement, and each party shall notify the other party in advance and in writing of any material changes to such coverage.

(b) Without in any way limiting the obligations of the parties pursuant to subsection (a), above, 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 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.

(c) As an alternative to the specific coverage provisions of subsection (b), above, either party may provide a satisfactory statement of self-insurance to the other party.

(d) Nothing contained in this Section 16 shall be construed as in any way limiting the hold harmless, indemnification and other obligations of the parties set forth in Section 15 of this Agreement.

17. RIGHT TO REFUSE INMATE(S)

(a) Yakima County shall have the right to refuse to accept any City Inmate when, in the opinion of Yakima County, the Yakima County Jail's inmate population is at or so near capacity that there is a substantial risk that the operational capacity limits of the jail might be reached.

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

Agreement Between Yakima County/City of Seattle



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. If a City Inmate is being returned to the City pursuant to this subsection (b), the cost of transport shall be paid by the City unless the transport can be made by Yakima County within the terms set forth in Section 5 of this Agreement.

18. MISCELLANEOUS

(a) In providing services under this Agreement, 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 Agreement 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.

(b) This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral.

(c) This Agreement may be amended, modified or added to only by written instrument signed by both parties hereto.

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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 SEATTLE, WA

By: _____
Gregory J. Nickels, Mayor

Date: _____

Approved as to Form:

Thomas A. Carr, City Attorney

Assistant City Attorney

Date: _____

BOARD OF YAKIMA COUNTY COMMISSIONERS

By: _____
Ronald F. Gamache, Chairman

By: _____
Jesse S. Palacios, Commissioner

By: _____
James M. Lewis, Commissioner

Attest: _____
Carla M. Ward
Clerk of the Board

Date: _____
Approved as to form:

By: _____
RONALD S. ZIRKLE, Yakima County
Prosecutor

Date: _____

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Department: Finance	Contact Person/Phone: Elise Downer/684-8076	CBO Analyst/Phone: Elise Downer/684-8076
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Legislation Title:

AN ORDINANCE authorizing the Director of the Department of Finance to execute an agreement with the Yakima County Board of Commissioners for the provision of jail services for prisoners convicted of misdemeanor crimes and sentenced to a period of incarceration under the Seattle Municipal Code.

Summary of the Legislation:

This legislation allows the City to enter into a contract with Yakima County to house sentenced City of Seattle misdemeanants. This short-term contract does not commit the City to send a set number of prisoners; the City may send as few as it wants, or as many as Yakima has capacity for. This contract has been undertaken in response to Council Resolution #30444, passed on April 8, 2002, which directed the Executive, the Court, and Council staff to develop and implement an interim contract with Yakima County for the provision of jail services as an initial step towards a possible long-term contractual agreement with Yakima County for the provision of jail services.

Background (Include justification for the legislation and funding history, if applicable):

The City is faced with looking outside King County for inmate housing because the County expects to run out of capacity in the next several years. Yakima approached the City last summer to provide misdemeanor jail services, and has contracted with several other King County cities as well as other western Washington cities and counties for such services.

Although Yakima does not currently have capacity to house all post-sentence Seattle misdemeanor prisoners, they have approximately 50 beds available for our use during the short-term. Further, Yakima is hoping to expand their capacity to a level that will accommodate King County cities' needs within the next year, based on a seven-year commitment from the cities to occupy a set number of beds. Before Seattle can make a long-term commitment to using Yakima, as we must exit the King County system, we need to evaluate the experience of the short-term program in Yakima.

Beyond capacity and a lower rate, Yakima also offers a wide-variety of treatment programs important to misdemeanor offenders, such as certified alcohol and drug treatment, anger management classes, and GED classes. They are also committed to putting in place certified treatment services for domestic violence offenders.

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The City's staffing costs related to this project are outlined below and include a full-time strategic advisor 2, a full-time bailiff, and a part-time contracted security employee. The strategic advisor in the Office of Policy and Management will provide project management and conduct the evaluation of the pilot. The bailiff will provide the "gatekeeper" function – coordination of data and paperwork between the Municipal Court, the King County Jail/Department of Adult and Juvenile Detention, the Yakima County Jail, and the Renton Jail (for out-of-custody reports). Lastly, the contracted employee, an add to the City's security contract, will escort visitors to the video visitation location in the Public Safety Building.

Public Private Partnership Review Status:

N/A

Is the legislation subject to public hearing requirements?

N/A

Fiscal Sustainability Issues (related to grant awards):

N/A

Estimated Expenditure Impacts:

The expenditure below assumes that Yakima houses an average of 50 City prisoners per day for the 90-day trial period. Each prisoner day costs \$46. The cost of housing 50 prisoners is \$2300/day of the program.

Staffing costs include \$17,346 for a Strategic Advisor II in the Office of Policy and Management to serve as a project manager/evaluator; \$9,443 for a Bailiff to staff the "Gatekeeper" function in the Municipal Court; and \$2,400 for a contracted security employee to staff the video visitation booth two days a week.

FUND (List # and/or Account)	2002	2003	2004
General Subfund, Criminal Justice Contracted Services (VJ1) – maintenance day fees	\$200,000		
General Subfund, Criminal Justice Contracted Services (VJ1) – staffing costs	\$29,189		
TOTAL	\$229,189		

One-time \$ 229,189

On-going \$

Although the City will receive no revenue for this program, each prisoner housed in Yakima in lieu of the King County jail will cost the City \$30 less per day. For the trial period, the cost avoided when compared with costs in King County should be approximately \$100,000.

Estimated Revenue Impacts:

FUND (List # and/or Account)	2002	2003	2004

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TOTAL			

One-time \$ _____

On-going \$ _____

Estimated FTE Impacts:

FUND	2002	2003	2004
General Subfund, Criminal Justice Contracted Services (Org: VJ1)	0.6 FTE for 90- day pilot (approximately 2.4 FTE annually)		
TOTAL	0.6 FTE		

Full Time _____ # Part Time _____ # TES/contracted services _____ 0.6 FTE _____

Do positions sunset in the future? If yes, identify sunset date?

TES positions will not be continued outside of the short-term pilot. Should the City decide to enter into a long-term contract with Yakima, it is expected that permanent positions will need to be created. The classification and compensation of such permanent positions will be formulated during the evaluation period based on experiences during the short-term program.

Other Issues (including long-term implications of the legislation):

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City of Seattle

Gregory J. Nickels, Mayor

Office of the Mayor

May 13, 2002

Honorable Peter Steinbrueck
President
Seattle City Council
Municipal Building, 11th Floor

Dear Council President Steinbrueck:

I am transmitting the attached resolution for Council consideration.

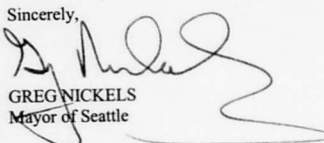
This legislation authorizes the Director of Finance to execute an agreement with the Yakima County Board of Commissioners for the provision of jail services for prisoners convicted of misdemeanor crimes and sentenced to a period of incarceration under the Seattle Municipal Code. This contract is an important first step in the City's de-population of the King County Jail, made necessary by the County after it notified contract cities of potential crowding in its system. The Seattle City Council was briefed on this matter in July, 2001.

A City Council briefing in March of this year outlined the plan to send Seattle misdemeanants to Yakima County. This legislation authorizes a 90-day pilot project for use of Yakima's program and responds to Council direction in Resolution #30444, passed April 8, 2002. The project is expected to send the first prisoners to Yakima mid-June.

Executive, Council, Municipal Court and other relevant staff will evaluate and modify the project procedures throughout the 90 days and will report back to the City Council within two weeks of the conclusion of the pilot program.

Thank you for your consideration of this legislation. Should you have questions please contact Bob Scales at 684-8050 or Elise Downer at 684-8076.

Sincerely,


GREG NICKELS
Mayor of Seattle

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600 Fourth Avenue, 12th Floor, Seattle, WA 98104-1873

Tel: (206) 684-4000, TDD: (206) 684-8811 Fax: (206) 684-5360, E-mail: mayors.office@ci.seattle.wa.us

An equal employment opportunity, affirmative action employer. Accommodations for people with disabilities provided upon request.



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

THIS AGREEMENT is made and entered into on this ____ day of _____, 2002 by and between the City of Seattle ("City") and the Board of County Commissioners of Yakima County, Washington, by and through its Department of Corrections and Security ("Yakima County"), 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 is authorized by law to operate a jail; and

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 ("City Inmates"); and

WHEREAS, the Director of the Yakima County Department of Corrections and Security wishes to accept and keep in his/her custody such City Inmate(s) in the Yakima County Jail in exchange for a rate of compensation from the City mutually agreed upon by the parties hereto; and

WHEREAS, the Interlocal Cooperation Act, Chapter 39.34 RCW, 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 City and County Jails Act, Chapter 70.48, as amended, further authorizes the City to contract with Yakima County for jail services; and

WHEREAS, the governing bodies of each of the parties hereto have determined to enter into this Agreement as authorized and provided for by the Interlocal Cooperation Act and the City and County Jails Act, 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:



Attachment 1

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 the confinement of City Inmates by Yakima County pursuant to this Agreement.

2. DURATION

This Agreement shall be in full force and effect from the effective date hereto and shall terminate at midnight on December 31, 2002, subject to earlier termination as provided by Section 3 herein. This Agreement may be renewed for successive periods of one year each through the execution of amendments hereto reflecting mutually approved billing rates for each such successive year.

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 such termination shall become effective sixty (60) days after receipt of such notice. Within said sixty (60) days, the City agrees to remove all City Inmate(s) from the Yakima County Jail.

(b) By the City Due to Lack of Funding. The obligation of the City to pay Yakima County under Section 5 of this Agreement beyond any current fiscal year during the term of this Agreement is expressly made contingent upon the appropriation, budgeting and availability of sufficient funds by the City. 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 beyond any current fiscal year, then the City shall have the option of immediately terminating the Agreement upon written notice to Yakima County; provided, however, that all services provided to the City by Yakima County prior to such termination and the costs necessarily incurred in connection with the removal of all City Inmates from the Yakima County Jail shall be compensated at the agreed upon rate; provided further, however, that any such termination will not cause any penalty to be charged to the City.

(c) Compensation Due for Services Rendered. In the event of termination of this Agreement for any reason, the City shall compensate Yakima County in the same manner, and at the same rates, as if this Agreement had not been terminated should any City Inmates remain housed by Yakima County after notice of such termination.

4. MAILING ADDRESSES

All notices, reports, and correspondence to the respective parties of this Agreement shall be sent to the following:



Attachment 1

Yakima County:

Kenneth A. Ray, Director
Yakima County Department of Corrections and Security
111 No. Front Street
Yakima, WA 98901
Telephone: (509) 574-1704
Facsimile:
E-Mail:

City of Seattle:

Elise Downer
City of Seattle Department of Finance
600 4th Avenue, Suite 340
Seattle, WA 98104
Telephone: (206) 684-8076
Facsimile:
E-Mail:

and to

Mary Lewis
Seattle Municipal Court
Public Safety Building, Room 114
610 Third Avenue
Seattle, WA 98105
Telephone: (206) 684-5621
Facsimile: (206) 684-8705
E-Mail:

5. COMPENSATION

(a) Transports and Housing Rates. Yakima County shall provide the City with sufficient transport frequency and capacity necessary to maintain a monthly average daily population ("MADP") of approximately 50 City Inmates throughout the term of this Agreement. In furtherance of this requirement, Yakima County agrees to perform (at no transport or other cost to the City) a minimum of four (4) transports per week between the Yakima County Department of Corrections and Security and (i) the Renton City Jail, (ii) the King County Correctional Facility, 500 5th Avenue, Seattle, WA, (iii) the Regional Justice Center ("RJC"), 401 4th Avenue N., Kent, WA, and/or (iv) such other location as designated by the City in order to transport City Inmates to and from the City to the Yakima County Jail. Such transports shall permit City Inmates to be transported to the Yakima County Jail for incarceration and to return such Inmates to the City upon their release from such incarceration.



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In addition, Yakima County agrees to house such City Inmates at the per day per inmate rates provided in the table below, and without any booking or other costs or fees:

Calendar Year 2002 Daily Rates

Monthly Average Daily Population (City Inmates in Yakima County Jail)	Daily Combined Rate Per City Inmate (bed maintenance + medical/dental fee)
As Agreed Up to 5	\$60
6 - 25	\$59
26 - 45	\$58
46 - 84	\$57
85 +	\$56

[Note: we have added \$10 and the reference to medical/dental to each row in the second column.]

The City estimates that its MADP during the term of this Agreement will be approximately fifty (50) City Inmates. However, the City makes no minimum City Inmate population commitment of any kind under this Agreement, and nothing herein shall be construed as requiring the City to have City Inmates, or any particular number of them, housed in the Yakima County Jail continuously or at any particular time during the term of this Agreement.

For purposes of determining the appropriate MADP for City billing purposes, the City will be allowed to combine its MADP with the MADPs of other King County jurisdictions with respect to all inmates from those jurisdictions who transported by Yakima County to the Yakima County Jail from the Renton City Jail, King County Correctional Facility, RJC or other appropriate location. (Thus, for example, if the City's MADP in combination with the MADPs of other King County jurisdictions in any month is between 46 and 84, the City would be billed at the rate of \$57 per day per City Inmate for that month.)

(b) Additional Transports. In addition to the transports provided for in subsection (a), and if necessary to meet the City's City Inmate transport needs, Yakima County agrees to perform additional weekly transports up to a maximum of one (1) transport daily at no additional charge to the City when the combined number of inmates ready and waiting to be transported by Yakima County to the Yakima County Jail from the cities of Seattle, Bellevue, Renton, Des Moines, Auburn, Federal Way, Tukwila and other King County cities with similar agreements with Yakima County total a minimum of three (3) inmates.

(c) Billing and Payment. Yakima County agrees to provide the City with an itemized monthly bill listing (i) the names of all City Inmates who are housed at the Yakima County Jail,



Attachment 1

together with their case or citation numbers, (ii) the number of days each City Inmate is housed at the Yakima County Jail, including the date and time booked into that facility and the date and time released therefrom, and (iii) the dollar amount due for each City Inmate. Yakima County agrees to provide said bill on or about the 10th of each month following the delivery of services hereunder. The City agrees to make payment to Yakima County on or about thirty (30) days from the date the bill is received unless there is a dispute between the parties regarding such billed amount or the information related thereto provided by Yakima County.

6. RIGHT OF INSPECTION

The City shall have the right to inspect the Yakima County Jail at all reasonable times in order to determine if such jail maintains standards of confinement acceptable to the City and that City Inmates confined therein are treated equally regardless of race, religion, color, creed, national origin or sexual orientation; provided, however, that such right of inspection shall not affect Yakima County's obligation to manage, maintain and operate the Yakima County Jail on a basis which is consistent with all applicable federal, state and local laws and regulations.

7. CITY INMATE ACCOUNTS

Yakima County shall establish and maintain an account for each City Inmate, and shall credit to such account all monies received therefrom. Yakima County shall make disbursements to City Inmates from their accounts from time to time for personal maintenance needs, accurately debiting each such account in connection with such disbursements. Yakima County shall maintain a satisfactory procedure to accept and deposit into individual City Inmate accounts additional funds from family members and friends for such personal maintenance needs. Such procedure shall include the acceptance of certified and government checks and cash. Yakima County shall be accountable to the City for all such City Inmate funds. Upon release from incarceration, the funds in each City Inmate's account shall be transferred to the City Inmate. For each City Inmate that has not been released from incarceration, at the earlier of either (a) the termination of this Agreement or (b) the return of the City Inmate to the City or indefinite release to the court, the funds in each City Inmate's account shall be transferred to the City, which shall maintain such funds in an account for such City Inmate until such Inmate's release from incarceration by the City.

8. RESPONSIBILITY FOR CUSTODY OF CITY INMATES

It shall be the responsibility of Yakima County to confine the City Inmates; to provide for their treatment, including the furnishing of all necessary, emergency and/or major medical, dental, psychiatric and hospital services and supplies; to provide for their subsistence and 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 over them; and to make certain that they receive no special privileges and that the sentence and orders of the committing court in Washington State are faithfully executed; provided, however, that nothing contained herein shall be construed to require Yakima County, Agreement Between Yakima County/City of Seattle

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or any of its agents, to provide treatment, facilities or programs for any City Inmates that are not provided to similarly situated non-City inmates confined at the Yakima County Jail; and provided further, however, that Yakima County shall not eliminate, modify or reduce any mental health, treatment, therapy or rehabilitation facilities or programs available to Yakima County Jail inmates from other contracting King County cities as of the date of execution of this Agreement without the prior agreement of the City.

Yakima County shall provide City Inmates with reasonable access to their attorneys, spouses, families and friends during their period of incarceration at the Yakima County Jail. Yakima County shall also provide City Inmates with confidential, toll-free telephone access to their attorneys during their period of incarceration at the Yakima County Jail. In addition, Yakima County will provide City Inmates with video visitation capabilities for attorneys, spouses, families and friends no later than June 17, 2002. The processes and procedures utilized by Yakima County for all purposes under this paragraph shall be subject to the review and approval of the City, which approval shall in no event be unreasonably withheld.

Except as provided in Section 12, it is expressly understood that Yakima County shall not be authorized to transfer custody of any City Inmate confined pursuant to this Agreement to any party other than the City, or to release any City Inmate from custody without prior written authorization from the committing court or another governmental entity with jurisdiction over such City Inmate.

9. MEDICAL, PSYCHIATRIC AND DENTAL SERVICES

(a) City Inmates shall receive such routine and emergency and/or major medical, dental, psychiatric and hospital treatment and related services, including pharmaceuticals, as may be necessary while incarcerated at the Yakima County Jail. Yakima County shall provide or arrange for the provision of all such treatment and services, and the costs of providing such treatment and services shall be borne by Yakima County as part of the Daily Combined Rate paid by the City.

(b) Yakima County shall keep an adequate record of all such treatment and services, which shall be available for review by the City upon request.

10. DISCIPLINE

Yakima County shall have physical control over and power to execute disciplinary authority over all City Inmates; provided, however, that nothing contained herein shall be construed to authorize or permit the imposition of a type of discipline prohibited by federal or state or the imposition of a type of discipline that would not be imposed on a similarly situated non-City inmate incarcerated at the Yakima County Jail.

11. RECORDS AND REPORTS



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(a) Before or at the time of delivery of each City Inmate, the City shall forward to Yakima County a copy of all inmate records pertaining to the City Inmate's present custody or detention at the Renton City Jail, King County Correctional Facility, RJC or other facility. If additional information is requested regarding a particular City Inmate, the parties shall mutually cooperate to provide such additional information.

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

12. REMOVAL OF CITY INMATES FROM THE JAIL

Except for City Inmates eligible for correctional work details while under the direct supervision of a Yakima County corrections officer, a City Inmate shall not be removed from the Yakima County Jail by any person without written authorization from the City, another governmental entity with jurisdiction over such Inmate, or by order of any court having such 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 City Inmate housed pursuant to this Agreement without written authorization by the committing court; provided, however, that this section shall not apply to an emergency necessitating the immediate removal of the City Inmate for medical, dental or psychiatric treatment or service, or other catastrophic condition presenting an eminent danger to the safety of the City Inmate or to the other inmates or personnel of Yakima County. In the event of any such emergency removal, Yakima County shall inform the City of the whereabouts of all City Inmates so removed at the earliest practicable time, and shall exercise all reasonable care for the safe keeping and custody of such City 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 City 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 City Inmate within its own territory. Any cost in connection therewith shall be chargeable to and borne by Yakima County; provided, however, that Yakima County shall not be required to expend unreasonable amounts to pursue and return inmates from other states or other countries.

14. DEATH OF A CITY INMATE

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

Agreement Between Yakima County/City of Seattle

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(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 City Inmate's body. Written notice shall be provided within three (3) weekdays 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 or other disposition and all matters related or incidental thereto, and all such expenses shall be paid by the City. The provisions of this subsection 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 City Inmates who have died while in Yakima County custody.

15. 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 out of any City act or omission related to the confinement of any City Inmate in the Yakima County Jail; provided, however, 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 act or omission of Yakima County, its officers, agents, independent contractors, or employees, related to the custody or confinement of any City Inmate by Yakima County, or for any wrongful release of City Inmates placed in Yakima County's 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 City Inmate shall become the responsibility of Yakima County in either of the two following events, whichever occurs earlier: (i) when the City Inmate is booked into the Yakima County Jail, or (ii) when such City Inmate has been released to the care, custody and control of Yakima County by the City or a third party, including without limitation the point at which Yakima County or its agents picks up a City Inmate for transport to and from the Yakima County Jail pursuant to Section 5. Yakima County shall indemnify, hold harmless and defend the City as provided hereunder for all claims arising after it has assumed responsibility for a City Inmate. Similarly, the City shall indemnify, hold harmless and defend Yakima County as provided hereunder for all claims related a City Inmate before Yakima County has assumed responsibility for such City Inmate as provided for in this subsection.



Attachment 1

(d) Yakima County agrees that its obligations under this Section 15 extend to any claim, demand or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, Yakima County, by mutual negotiation with the City, hereby waives, as to the City only, any immunity it might otherwise have against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the City incurs any judgment, award and/or costs arising therefrom, including attorney's fees to enforce the provisions of this section, all such fees, expenses and costs shall be recoverable from Yakima County.

(e) The City agrees that its obligations under this Section 15 extend to any claim, demand or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the City, by mutual negotiation with Yakima County, hereby waives, as to Yakima County only, any immunity it might otherwise have against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event Yakima County incurs any judgment, award and/or costs arising therefrom, including attorney's fees to enforce the provisions of this section, all such fees, expenses and costs shall be recoverable from the City.

16. INSURANCE

Yakima County shall, at its own expense throughout the term of this Agreement, obtain, maintain and file with the City's Risk Manager and the contact persons identified in Section 4 of the Agreement and the City's Risk Manager, evidence of a policy or policies of insurance as enumerated below:

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(a) A policy of **Commercial General Liability Insurance**, written on an insurance industry standard occurrence form (CG 00 01), including all the usual coverages known as:

- Premises/Operations Liability
- Products/Completed Operations
- Personal/Advertising Injury
- Contractual Liability
- Incidental Medical Malpractice
- Independent Contractors Liability
- Stop Gap/Employers Contingent Liability
- Explosion, Collapse, or Underground (XCU)

Such policy(ies) must provide the following minimum limits:

Bodily Injury and Property Damage

\$ 1,000,000	General Aggregate
\$ 1,000,000	Products & Completed Operations Aggregate
\$ 1,000,000	Personal & Advertising Injury
\$ 1,000,000	Each Occurrence
\$ 100,000	Fire Damage Legal

Stop Gap Employer's Liability

\$ 1,000,000	Each Accident
\$ 1,000,000	Disease - Policy Limit
\$ 1,000,000	Disease - Each Employee

Any deductible or self-insured retention must be disclosed and is subject to approval by the City's Risk Manager. The cost of any claim payments falling within the deductible shall be the responsibility of Yakima County.

(b) A policy of **Business Automobile Liability**, including coverage for owned, non-owned, leased or hired vehicles, written on an insurance industry standard form (CA 00 01) or equivalent and as specified by Insurance Services Office Symbol 1 (any auto).

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Attachment 1

Such policy(ies) must provide the following minimum limit:

Bodily Injury and Property Damage

\$ 1,000,000 per accident

(c) **Excess Insurance:** A policy above the primary general liability and auto liability policy limits stated above, that will provide a total limit of insurance of \$5,000,000 (per occurrence/per accident/& in the aggregate). The excess policy must be at a minimum as broad as the primary policies.

(d) A policy of **Errors and Omissions Liability Insurance** appropriate to the services provided by Yakima County under the Agreement. Coverage should be for a professional error, act or omission arising out of the scope of services shown in the Agreement, including Police and Medical Malpractice Professional Liability. **The policy form may not exclude bodily injury or property damage.** In addition, such policy must provide the following minimum limit:

\$5,000,000 per accident for bodily injury or disease

(e) A policy of **Worker's Compensation**. As respects Workers' Compensation insurance in the state of Washington, Yakima County shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. Yakima County shall be responsible for Workers' Compensation Insurance for any subcontractor who provides services under the Agreement. If Yakima County is qualified as a self-insurer in accordance with Chapter 51.14 of the Revised Code of Washington, Yakima County shall so certify by a letter, signed by an official with authority to bind Yakima County, indicating that Yakima County is a qualified self-Insurer. Yakima County further shall set forth the limits of any policy of excess insurance covering its employees, or any similar required coverage.

Yakima County hereby assumes all risk of damage to its property, or injury to its officers, directors, agents, contractors, or invitees, in connection with its provision of services under the Agreement from any cause, and hereby waives all claims against the City.

(f) **Claims Made Form:** If any such policy is written on a Claims Made form, the retroactive date shall be prior to or coincident with the effective date of this Agreement. The policy shall state that coverage is Claims Made, and state the retroactive date. Claims Made form coverage shall be maintained by Yakima County for a minimum of two years following the expiration or earlier termination of this Agreement, and Yakima County shall annually provide the City with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, Yakima County shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the City to assure financial responsibility for liability for services performed.

Agreement Between Yakima County/City of Seattle

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(g) **Additional Insured and Primary Insurance Provisions:** Insurance provided under items (a), (b) and (c), above, shall be endorsed to include the City of Seattle, its officers, elected officials, employees, agents and volunteers, as an Additional Insured, and shall not be reduced or canceled without forty-five (45) days prior written notice to the City. In addition, Yakima County's insurance shall be primary as respects the City, and any other insurance maintained by the City shall be excess and not contributing insurance with Yakima County's insurance.

(h) **Evidence of Insurance:** The following documents must be provided by Yakima County as evidence of insurance coverage:

- A copy of the policy's declarations pages, showing the Insuring Company, policy effective dates, limits of liability and the Schedule of Forms and Endorsements.
- A copy of the endorsement naming the City of Seattle as an Additional Insured, showing the policy number, and signed by an authorized representative of the insurance company on one of the following Forms - CG2010 11/85(ISO), CG2026, an insurance company blanket endorsement or equivalent.
- A copy of (i) the "Endorsements Form List" to the policy or policies showing endorsements issued on the policy, and including any company-specific or manuscript endorsements, and (ii) an endorsement stating that the coverages provided by this policy to the City, or any other named insured shall not be terminated, reduced or otherwise materially changed without providing at least forty-five (45) days prior written notice to the City.
- A copy of a "Separation of Insureds" or "Severability of Interests" clause, indicating essentially that, except with respect to the limits of insurance and any rights or duties specifically assigned to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claim is made or suit is brought (Commercial General Liability & Business Automobile Liability Insurance).

(i) **Policy Rating:** All policies shall be subject to approval by the City's Risk Manager as to company (must be rated A-:VII or higher in the A.M. Best's Key Rating Guide and licensed to do business in the State of Washington or issued as a surplus line by a Washington Surplus lines broker), form and coverage, and primary to all other insurance.

(j) **Self-Insurance:** Should Yakima County be self-insured under items (a), (b) and (d), above, a letter from the Corporate Risk Manager or appropriate Finance Officer indicating such program of self-insurance shall be acceptable. Such letter shall stipulate if the County Self-Insurance Program is actuarially funded and its fund limits. Such letter shall also include any excess policy declaration pages necessary to meet the requirements of this Agreement. Finally, Agreement Between Yakima County/City of Seattle



Attachment 1

such letter shall advise the City how Yakima County will protect and defend the City as an Additional Insured in its Self-Insured layer, and include claims handling directions in the event of a claim.

(k) **Subcontractors:** Yakima County shall include all subcontractors as insureds under its policies or shall furnish separate evidence of insurance as stated above for each subcontractor. All coverages for subcontractors shall be subject to all the requirements stated herein and applicable to their profession.

17. RIGHT TO REFUSE INMATE(S)

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

(b) Except as provided for in subsection (a), and notwithstanding any classification criteria or other policies or guidelines in existence or hereinafter adopted by Yakima County seemingly to the contrary, Yakima County shall not refuse to accept any City Inmate during the term of this Agreement; provided, however, that the City shall not send to Yakima County any City Inmate that it knows has a medical condition that would preclude such City Inmate from being incarcerated at the Yakima County Jail.

18. MISCELLANEOUS

(a) In providing services under this Agreement, 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 Agreement 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.

This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument signed by both parties hereto.

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:



Attachment 1
CITY OF SEATTLE, WA

By: _____
Gregory J. Nickels, Mayor

Date: _____

Approved as to Form:

Thomas A. Carr, City Attorney

Assistant City Attorney

Date: _____

**BOARD OF YAKIMA COUNTY
COMMISSIONERS**

By: _____
Ronald F. Gamache, Chairman

By: _____
Jesse S. Palacios, Commissioner

By: _____
James M. Lewis, Commissioner

Attest: _____
Carla M. Ward
Clerk of the Board

Date: _____
Approved as to form:

By: _____
RONALD S. ZIRKLE, Yakima County
Chief Deputy Prosecutor



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Attachment 1

Date: _____

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

THIS AGREEMENT is made and entered into on this ____ day of _____, 2002 by and between the City of Seattle ("City") and the Board of County Commissioners of Yakima County, Washington, by and through its Department of Corrections and Security ("Yakima County"), 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 is authorized by law to operate a jail, and

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 ("City Inmates"); and

WHEREAS, the Director of the Yakima County Department of Corrections and Security wishes to accept and keep in his/her custody such City Inmate(s) in the Yakima County Jail in exchange for a rate of compensation from the City mutually agreed upon by the parties hereto; and

WHEREAS, the Interlocal Cooperation Act, Chapter 39.34 RCW, 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 City and County Jails Act, Chapter 70.48, as amended, further authorizes the City to contract with Yakima County for jail services; and

WHEREAS, the governing bodies of each of the parties hereto have determined to enter into this Agreement as authorized and provided for by the Interlocal Cooperation Act and the City and County Jails Act, 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



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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 the confinement of City Inmates by Yakima County pursuant to this Agreement.

2. DURATION

This Agreement shall be in full force and effect from the effective date hereto and shall terminate at midnight on December 31, 2002, subject to earlier termination as provided by Section 3 herein. This Agreement may be renewed for successive periods of one year each through the execution of amendments hereto reflecting mutually approved billing rates for each such successive year.

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 such termination shall become effective ninety (90) days after receipt of such notice. Within said ninety (90) days, the City agrees to remove all City Inmate(s) from the Yakima County Jail.

(b) By the City Due to Lack of Funding. The obligation of the City to pay Yakima County under Section 5 of this Agreement beyond any current fiscal year during the term of this Agreement is expressly made contingent upon the appropriation, budgeting and availability of sufficient funds by the City. 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 beyond any current fiscal year, then the City shall have the option of immediately terminating the Agreement upon written notice to Yakima County; provided, however, that all services provided to the City by Yakima County prior to such termination and the costs necessarily incurred in connection with the removal of all City Inmates from the Yakima County Jail shall be compensated at the agreed upon rate, provided further, however, that any such termination will not cause any penalty to be charged to the City.

(c) Compensation Due for Services Rendered. In the event of termination of this Agreement for any reason, the City shall compensate Yakima County in the same manner, and at the same rates, as if this Agreement had not been terminated should any City Inmates remain housed by Yakima County after notice of such termination.

4. MAILING ADDRESSES

All notices, reports, and correspondence to the respective parties of this Agreement shall be sent to the following:

Yakima County:

Kenneth A. Ray, Director
Yakima County Department of Corrections and Security
111 No. Front Street



Yakima, WA 98901
Telephone: (509) 574-1704
Facsimile: (509) 574-1701
E-Mail: ken.ray@co.yakima.wa.us

City of Seattle:

Elise Downer
City of Seattle Department of Finance
600 4th Avenue, Suite 340
Seattle, WA 98104
Telephone: (206) 684-8076
Facsimile: (206) 233-0022
E-Mail: elise.downer@ci.seattle.wa.us

and to

Mary Lewis
Seattle Municipal Court
Public Safety Building, Room 114
610 Third Avenue
Seattle, WA 98105
Telephone: (206) 684-5621
Facsimile: (206) 684-8705
E-Mail: mary.lewis@ci.seattle.wa.us

5. COMPENSATION

(a) Transports and Housing Rates. Yakima County agrees to perform (at no transport or other cost to the City) a minimum of four (4) transports per week between the Yakima County Department of Corrections and (i) the Renton City Jail, (ii) the King County Correctional Facility, 500 5th Avenue, Seattle, WA., (iii) the Regional Justice Center ("RJC"), 401 4th Avenue N., Kent, WA, and/or (iv) such other location as designated by the City in order to transport Seattle 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.

In addition, Yakima County agrees to house such City Inmates at the per day per inmate rates provided in the table below, and without any booking costs, and the City agrees to pay for such housing from the date the City Inmate is taken into custody and control by Yakima County to the date such inmate or inmates is released there from.

Calendar Year 2002 Daily Rates



Monthly Average Daily Population (City Inmates in Yakima County Jail)	Daily Rate Per City Inmate
As Agreed Up to 5	\$ 50
6 - 25	\$ 49
26 - 45	\$ 48
46 - 84	\$ 47
85 +	\$ 46

The City estimates that its MADP during the term of this Agreement will be approximately fifty (50) City Inmates. However, the City makes no minimum City Inmate population commitment of any kind under this Agreement, and nothing herein shall be construed as requiring the City to have City Inmates, or any particular number of them, housed in the Yakima County Jail continuously or at any particular time during the term of this Agreement.

For purposes of determining the appropriate MADP for City billing purposes, the City will be allowed to combine its MADP with the MADPs of other King County jurisdictions with respect to all inmates from those jurisdictions who are transported by Yakima County to the Yakima County Jail from the Renton City Jail, King County Correctional Facility, RJC or other appropriate location. (Thus, for example, if the City's MADP in combination with the MADPs of other King County jurisdictions in any month is between 46 and 84, the City would be billed at the rate of \$47 per day per City Inmate for that month.)

(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 cities of Seattle, Renton, Des Moines, Auburn, Federal Way, Tukwila, Bellevue or another South King County jurisdiction from the Renton City Jail, the King County Correctional Facility, 500 5th Avenue, Seattle, WA., or the Regional Justice Center ("RJC"), 401 4th Avenue N., Kent, WA, constitutes a minimum of 3 (three) inmates or other jurisdictions housing inmates constitutes a minimum of 3 (three) inmates.

(c) Billing and Payment. Yakima County agrees to provide the City with an itemized monthly bill listing (i) the names of all City Inmates who are housed at the Yakima County Jail, together with their case or citation numbers, (ii) the number of days each City Inmate is housed at the Yakima County Jail, including the date and time the City Inmate is taken into custody and control by Yakima County and the date and time released there from, and (iii) the dollar amount due for each City Inmate. Yakima County agrees to provide said bill on or about the 10th of each month following the delivery of services hereunder. 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 the Yakima County Jail at all reasonable times.

7. CITY INMATE ACCOUNTS

Yakima County shall establish and maintain an account for each City Inmate, and shall credit to such account all monies received therefrom. Yakima County shall make disbursements to City Inmates from their accounts from time to time for personal maintenance needs, accurately debiting each such account in connection with such disbursements. Yakima County shall maintain a satisfactory procedure to accept and deposit into individual City Inmate accounts additional funds from family members and friends for such personal maintenance needs. Such procedure shall include the acceptance of certified and government checks and cash. Yakima County shall be accountable to the City for all such City Inmate funds. Upon release from incarceration, the funds in each City Inmate's account shall be transferred to the City Inmate. For each City Inmate that has not been released from incarceration, at the earlier of either (a) the termination of this Agreement or (b) the return of the City Inmate to the City or indefinite release to the court, the funds in each City Inmate's account shall be transferred to the City, which shall maintain such funds in an account for such City Inmate until such Inmate's release from incarceration by the City.

8. RESPONSIBILITY FOR CUSTODY OF CITY INMATES

It shall be the responsibility of Yakima County to confine the City Inmates; to provide for their treatment, including the furnishing of all necessary medical, dental, psychiatric, and hospital services and supplies; to provide for their subsistence and 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 treat them on a nondiscriminatory basis in accordance with all applicable federal, state and local laws; to maintain proper discipline and control over them; and to make certain that they receive no special privileges and that the sentence and orders of the committing court in Washington State are faithfully executed; provided, however, that nothing contained herein 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. Yakima County shall not eliminate or reduce any medical or dental, mental health, treatment, therapy or rehabilitation facilities or programs available to Yakima County Jail inmates as of the date of the execution of this Agreement without the prior approval of the City.

Yakima County shall provide City Inmates with reasonable access to their attorneys, spouses, families and friends during their period of incarceration at the Yakima County Jail. Yakima County shall also provide City Inmates with confidential, toll-free telephone access to their attorneys during their period of incarceration at the Yakima County Jail. Yakima County will provide City Inmates with video visitation capabilities for attorneys, spouses, families and friends no later than June 17, 2002, according to procedures that are mutually developed and acceptable to Yakima County and the City of Seattle.

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Except as provided in Section 12, it is expressly understood that Yakima County shall not be authorized to transfer custody of any City Inmate confined pursuant to this Agreement to any party other than the City, or to release any City Inmate from custody without prior written authorization from the committing court or another governmental entity with jurisdiction over such City Inmate.

9. MEDICAL, PSYCHIATRIC AND DENTAL SERVICES

(a) City Inmates shall receive such medical, dental, psychiatric and hospital treatment and related services, as may be necessary to safeguard their health while incarcerated at the Yakima County Jail. Yakima County shall provide or arrange for the providing of such medical, dental and psychiatric 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, dental or psychiatric services of major consequence. Yakima County will report to the City any medical, dental or psychiatric services of a major consequence as soon as is practical.

(c) Should medical, dental or psychiatric 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 City Inmate's transfer to a hospital and nothing herein shall preclude the City from retaking the ill or injured City Inmates.

10. DISCIPLINE

Yakima County shall have physical control over and power to execute disciplinary authority over all City Inmates; provided, however, that nothing contained herein shall be construed to authorize or permit the imposition of a type of discipline prohibited by federal or state law or the imposition of a type of discipline that would not be imposed on a similarly situated non-City inmate incarcerated at the Yakima County Jail.

11. RECORDS AND REPORTS

(a) Before or at the time of delivery of each City Inmate, the City shall forward to Yakima County a copy of all inmate records in its possession pertaining to the City Inmate's present custody or detention at the Renton City Jail, King County Correctional Facility, RJC or other facility. If additional information is requested regarding a particular City Inmate, the parties shall mutually cooperate to provide such additional information.

(b) Yakima County shall keep all necessary and pertinent records concerning such City Inmates in a manner mutually agreed upon by the parties hereto. During a City Inmate's

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confinement in the Yakima County Jail, the City shall, upon request, be entitled to receive and be furnished with copies of any report or record associated with such City Inmate's incarceration.

12. REMOVAL OF CITY INMATES FROM THE JAIL

Except for City Inmates eligible for correctional work details while under the direct supervision of a Yakima County corrections officer, a City Inmate shall not be removed from the Yakima County Jail by any person without written authorization from the City, another governmental entity with jurisdiction over such Inmate, or by order of any court having such 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 City Inmate housed pursuant to this Agreement without written authorization by the committing court; provided, however, that this section shall not apply to an emergency necessitating the immediate removal of the City Inmate for medical, dental or psychiatric treatment or service, or other catastrophic condition presenting an eminent danger to the safety of the City Inmate or to the other inmates or personnel of Yakima County. In the event of any such emergency removal, Yakima County shall inform the City of the whereabouts of all City Inmates so removed at the earliest practicable time, and shall exercise all reasonable care for the safe keeping and custody of such City 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 City 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 City Inmate within its own territory. Any cost in connection therewith shall be chargeable to and borne by Yakima County; provided, however, that Yakima County shall not be required to expend unreasonable amounts to pursue and return inmates from other states or other countries.

14. DEATH OF A CITY INMATE

(a) In the event of the death of a City Inmate, the Yakima County Coroner shall be promptly notified. The City shall receive copies of any records made at or in connection with such notification. Yakima County will investigate any death of a City Inmate within its facility and will allow the City to participate in 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 City Inmate's body. Written notice shall be provided within three (3) weekdays 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 or other disposition and all matters related or incidental thereto, and all such expenses shall be paid by the

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City. The provisions of this subsection 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 City Inmates who have died while in Yakima County custody.

15. 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 out of any City act or omission related to the confinement of any City Inmate in the Yakima County Jail; provided, however, 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 act or omission of Yakima County, its officers, agents, independent contractors, or employees, related to the custody or confinement of any City Inmate by Yakima County, or for any wrongful release of City Inmates placed in Yakima County's 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 City Inmate shall become the responsibility of Yakima County in either of the two following events, whichever occurs earlier: (i) when the City Inmate is booked into the Yakima County Jail, or (ii) when such City Inmate has been released to the care, custody and control of Yakima County by the City or a third party, including without limitation the point at which Yakima County or its agents picks up a City Inmate for transport to and from the Yakima County Jail pursuant to Section 5. Yakima County shall indemnify, hold harmless and defend the City as provided hereunder for all claims arising after it has assumed responsibility for a City Inmate. Similarly, the City shall indemnify, hold harmless and defend Yakima County as provided hereunder for all claims related a City Inmate before Yakima County has assumed responsibility for such City Inmate as provided for in this subsection.

(d) Yakima County agrees that its obligations under this Section 15 extend to any claim, demand or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, Yakima County, by mutual negotiation with the City, hereby waives, as to the City only, any immunity it might otherwise have against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the City incurs any judgment, award and/or costs arising therefrom, including attorney's fees to enforce the provisions of this section, all such fees, expenses and costs shall be recoverable from Yakima County.

(e) The City agrees that its obligations under this Section 15 extend to any claim, demand or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the City, by mutual negotiation with Yakima County, hereby waives, as to Yakima County only, any immunity it might otherwise have against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event Yakima County incurs any judgment, award and/or costs arising therefrom, including attorney's fees to enforce the provisions of this section, all such fees, expenses and costs shall be recoverable from the City.

16. 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, with respect to Yakima County only, a letter confirming coverage hereunder from the Washington Counties Risk Pool. Each party further agrees to provide the other with copies of its policies of insurance providing coverage hereunder. The insurance coverage maintained by the parties hereunder shall be sufficient to address the insurance and indemnification obligations set forth in this Agreement, and each party shall notify the other party in advance and in writing of any material changes to such coverage;

(b) Without in any way limiting the obligations of the parties pursuant to subsection (a), above, 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 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.

(c) As an alternative to the specific coverage provisions of subsection (b), above, either party may provide a satisfactory statement of self-insurance to the other party.

(d) Nothing contained in this Section 16 shall be construed as in any way limiting the hold harmless, indemnification and other obligations of the parties set forth in Section 15 of this Agreement.

17. 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) Except as provided for in subsection (a), and notwithstanding any classification criteria or other policies in existence or hereinafter adopted by Yakima County seemingly to the contrary, Yakima County shall have the right to refuse to accept any City Inmate, or to return a City Inmate to the City, only if, in the reasonable judgment of Yakima County, such City Inmate

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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.

18. MISCELLANEOUS

(a) In providing services under this Agreement, 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 Agreement 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.

(b) This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral.

(c) This Agreement may be amended, modified or added to only by written instrument signed by both parties hereto.

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 SEATTLE, WA

By: _____
Gregory J. Nickels, Mayor

Date: _____

Approved as to Form:

Thomas A. Carr, City Attorney

Assistant City Attorney

Date: _____

**BOARD OF YAKIMA COUNTY
COMMISSIONERS**

By: _____
Ronald F. Gamache, Chairman

By: _____
Jesse S. Palacios, Commissioner

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By: _____
James M. Lewis, Commissioner

Attest: _____
Carla M. Ward
Clerk of the Board

Date: _____
Approved as to form:

By: _____
RONALD S. ZIRKLE, Yakima County
Chief Deputy Prosecutor

Date: _____

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State of Washington, King County

City of Seattle

TITLE-ONLY PUBLICATION

The full text of the following ordinances, passed by the City Council on June 17, 2002, and published here by title only, will be mailed upon request, or can be accessed electronically at <http://clerk.ci.seattle.wa.us>. For further information, contact the Seattle City Clerk at 694-8344.

ORDINANCE NO. 120830

AN ORDINANCE relating to the Fire and Facilities Department; declaring property identified in Section 1 below surplus to the City's needs; approving the sale of property by public bid; authorizing execution of a Quit Claim Deed with respect to each such property; designating the disposition of sales proceeds; and, ratifying and confirming prior actions.

ORDINANCE NO. 120829

AN ORDINANCE relating to video cameras in police squad cars; directing the Seattle Police Department to purchase and install video cameras in squad cars for the purpose of monitoring activities within the view of those cameras; reducing an appropriation in the 2002 Budget of the Office of Policy and Management and reappropriating that money to the Seattle Police Department to purchase the aforementioned video cameras.

ORDINANCE NO. 120838

AN ORDINANCE relating to the Seattle Department of Parks and Recreation; authorizing execution of a Memorandum of Understanding (MOU) with The Baseball Club Of Seattle, L.P. and acceptance pursuant to that agreement of Major League Baseball All Star Legacy Grant funding to support field improvements at Lower Woodland Playfield; and increasing an appropriation in the 2002 Budget of the Department of Parks and Recreation by making a reimbursable appropriation from the Cumulative Reserve Subfund; all by a three-fourths vote of the City Council.

ORDINANCE NO. 120836

AN ORDINANCE authorizing the Director of the Department of Finance to execute an agreement with the Yakima County Board of Commissioners for the provision of jail services for prisoners convicted of misdemeanor crimes and sentenced to a period of incarceration under the Seattle Municipal Code.

ORDINANCE NO. 120835

AN ORDINANCE authorizing the Director of the Department of Finance to execute an agreement with the City of Renton to allow them to accept temporary custody of City prisoners for the purpose of transferring those prisoners to the Yakima County Jail.

Publication ordered by JUDITH PIPPIN, City Clerk.

Date of publication in the Seattle Daily Journal of Commerce, July 1, 2002.

271(146836)

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STATE OF WASHINGTON - KING COUNTY

--SS.

146836
City of Seattle, Clerk's Office

No. TITLE ONLY ORDINANCES

Affidavit of Publication

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12th day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period.
The annexed notice, a

CTOT:120825-26,120828-30

was published on

7/1/2002

J. Skidman
Subscribed and sworn to before me on

7/2/2002

Mel M. Puse
Notary public for the State of Washington,
residing in Seattle

Affidavit of Publication

