

Ordinance No. 121956

Council Bill No. 115407

AN ORDINANCE authorizing the Mayor to execute a new interlocal 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 City of Renton Jail (Renton) for jail services.

ME

The City of Seattle - Legislative Department

Council Bill/Ordinance sponsored by: *Nick ...*
Councilmember

Committee Action:

10-3-05 Passed 9-0

CF No. _____

| | |
|---------------------------------------|--|
| Date Introduced: SEP 26 2005 | |
| Date 1st Referred: SEP 26 2005 | To: (committee) FULL COUNCIL |
| Date Re - Referred: | To: (committee) |
| Date Re - Referred: | To: (committee) |
| Date of Final Passage: 10-3-05 | Full Council Vote: 9-0 |
| Date Presented to Mayor: 10-4-05 | Date Approved: 10/10/05 |
| Date Returned to City Clerk: 10/10/05 | Date Published: <i>[Signature]</i> T.O. <input checked="" type="checkbox"/> F.T. <input type="checkbox"/> |
| Date Vetoed by Mayor: | Date Veto Published: |
| Date Passed Over Veto: | Veto Sustained: |

This file is complete and ready for presentation to Full Council. Committee: _____ (initial/date)

Law Department

Law Dept. Review OMP Review City Clerk Review Electronic Copy Loaded Indexed

ORDINANCE 121956

1
2
3 AN ORDINANCE authorizing the Mayor to execute a new interlocal agreement with the City of
4 Renton to allow them to accept temporary custody of City prisoners for the purpose of
transferring those prisoners to the City of Renton Jail (Renton) for jail services.

5 WHEREAS, Seattle does not maintain a municipal jail; and

6 WHEREAS, Renton maintains a municipal jail pursuant to the City and County Jails Act,
7 Chapter 70.48 RCW; and

8 WHEREAS, Renton and Seattle have contracts with Yakima County to house long-term inmates;
9 and

10 WHEREAS, Renton and Yakima County have made prior arrangements to have inmates from
various King County cities transported from Renton to Yakima County; and

11 WHEREAS, staging those Seattle inmates who are reporting to jail at the Renton before they are
12 transferred to Yakima County facilitates their transfer; and

13 WHEREAS, the City of Seattle has had an interlocal agreement with the City of Renton for the
14 provision of jail services which has renewed annually since its execution on December 31,
2001; and

15 WHEREAS, per the existing contract the City of Renton has the right to terminate the contract
16 with 60 days notice; and

17 WHEREAS, the City of Renton has given the City 60 days notice that the current Interlocal
18 Agreement will be terminated on October 1, 2005; and

19 WHEREAS, the City of Seattle and the City of Renton have agreed to enter into a new Interlocal
20 Agreement, which will take effect October 1, 2005; NOW, THEREFORE,

21 **BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:**

22 Section 1. The Mayor is authorized to execute, for and on behalf of the City of Seattle,
23 an agreement substantially in the form attached hereto as Attachment A with the City of Renton.

24 Section 2. Any act consistent with the authority and prior to the effective date of this
25 ordinance is hereby ratified and confirmed.
26
27
28

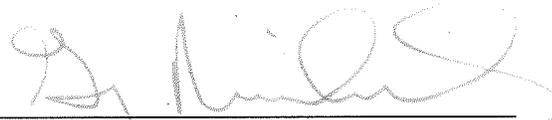


1 Section 3. This ordinance shall take effect and be in force thirty (30) days from and after
2 its approval by the Mayor, but if not approved and returned by the Mayor within ten (10) days
3 after presentation, it shall take effect as provided by Municipal Code Section 1.04.020.

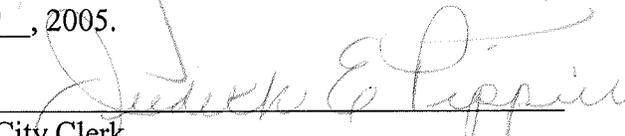
4
5 Passed by the City Council the 3rd day of October, 2005, and signed by me in open
6 session in authentication of its passage this 3rd day of October, 2005.

7
8 
9 President _____ of the City Council

10 Approved by me this 10th day of October, 2005.

11
12 
13 Gregory J. Nickels, Mayor

14 Filed by me this 10th day of October, 2005.

15
16 
17 City Clerk

18 (Seal)

19 Attachment A: Interlocal Agreement between the City of Renton and the City of Seattle for the
20 housing of inmates in the Renton City Jail.





City of Seattle

Gregory J. Nickels, Mayor
Office of Policy and Management
Mary Jean Ryan, Director

FILED
CITY OF SEATTLE

2006 JAN -3 PM 2:37

CITY CLERK

January 3, 2006

To: City Clerk

From: Julie Tobin, Office of Policy & Management

Re: **Ordinance 121956 – Attachment A - Interlocal Agreement between the City of Renton, Washington and the City of Seattle, Washington for housing of inmates in the Renton city jail.**

The attached original signed agreement – Attachment A - should be filed with Ordinance 121956. This replaces the unsigned agreement filed in error.

Let me know if you have questions – 4-8859.

FILED
CITY OF SEATTLE

ATTACHMENT A

2006 JAN -3 PM 2:37

CITY CLERK

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

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

WITNESSETH:

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

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

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

WHEREAS, the City wishes to designate the Renton Jail as a place of confinement for the incarceration of one or more inmates lawfully committed to its custody; and

WHEREAS, the governing bodies of each of the parties hereto have determined to enter into this Agreement as authorized and provided for by RCW 39.34.080, RCW 70.48.090 and other Washington law, as may be amended,

NOW, THEREFORE, in consideration of the above and foregoing recitals, the payments to be made, the mutual promises and covenants herein contained, and for other good and valuable considerations, the parties hereto agree as follows:

1. GOVERNING LAW

The parties hereto agree that, except where expressly otherwise provided, the laws and administrative rules and regulations of the State of Washington shall govern in any matter relating to inmate confinement pursuant to this Agreement.

2. DURATION

This Agreement shall be effective the date of execution and continue through December 31, 2005. This contract shall automatically renew for one-year periods unless either Renton or the City, provide notice of termination as provided in Section 3 of this Agreement.

3. TERMINATION

(a) By either party. This Agreement may be terminated by written notice from either party to the other party delivered by regular mail to the contact person identified herein, provided that termination shall become effective ninety (90) calendar days after receipt of such notice.

Notice will be presumed received 3 working days after the notice is posted in the mail. Within said sixty (60) days, The City agrees to remove its inmates(s) from the Renton Jail.

(b) In the event of termination of this Agreement for any reason, the City shall compensate Renton for inmates housed by the Renton Jail after notice of termination until the City retakes its inmates in the same manner and at the same rates as if this agreement had not been terminated.

4. MAILING ADDRESSES

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

City of Renton: Chief of Police
Renton Police Department
1055 South Grady Way
Renton, Washington 98055

Contact: Penny Bartley, Jail Manager

City of Seattle Gregory J. Nickels
Mayor

City of Seattle
PO Box 94749, Seattle WA 98124-94749

Contact: Catherine Cornwall, Strategic Advisor

5. COMPENSATION

(a) Rates. Renton agrees to accept and house City inmates at the rate of \$70.00 per day in 2005. The parties agree that Renton shall not charge a separate booking fee in addition to such rate.

(b) Minimum Daily Rate. The City agrees that the daily rate will be consistent with the daily rate charged by Yakima County plus any additional charges that Renton may assess based upon total correctional and insurance costs.

(c) Billing and Payment. Renton agrees to provide the City with an itemized bill listing all names of inmates who are housed, the number of days housed (including date of booking and date of releases), and the dollar amount due for each. Renton agrees to provide said bill by the 30th of each following month. The City agrees to make payment to Renton within 30 days of receipt of such bill for the amount billed for the previous calendar month.

6. SERVICES PROVIDED

(a) Renton agrees to provide jail services and alternative incarceration programs for gross misdemeanor/misdemeanor inmates for those offenses that have been committed by adults within the City.

(b) City inmates will automatically be screened for Home Detention unless expressly prohibited by the sentencing court.

(c) Inmates will be billed directly for Home Detention services and the City will not be obligated to pay Home Detention fees.

7. RESPONSIBILITY FOR OFFENDER'S CUSTODY

It shall be the responsibility of Renton to confine the inmate or inmates; to provide treatment, including the furnishing of subsistence and all necessary medical and hospital services and supplies; to provide for inmates' physical needs; to retain them in said custody; to supervise them; to maintain proper discipline and control; to make certain that they receive no special privileges and that the sentence and orders of the committing court in the State are faithfully executed; provided that nothing herein contained shall be construed to require Renton, or any of its agents, to provide treatment, facilities or programs for any inmates confined pursuant to this Agreement, which it does not provide for similar inmates not confined pursuant to this Agreement.

8. RIGHT TO REFUSAL

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

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

9. HOUSING DECISIONS

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

10. RETAKEING OF INMATES

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

11. COPY OF ARREST WARRANT OR CITATION AND BAIL SCHEDULE

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

12. TRANSPORTATION

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

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

13. RECORDS AND REPORTS:

(a) The City shall forward to Renton before or at the time of delivery of each inmate a copy of all inmate records pertaining to the inmate's present incarceration at other correctional facilities. If additional information is requested regarding a particular inmate, the parties shall mutually cooperate to provide any additional information.

(b) Renton shall keep all necessary and pertinent records concerning such inmates incarcerated in Renton Jail. During an inmate's confinement in Renton, the City shall upon request, be entitled to receive and be furnished with copies of any report or record associated with said inmates(s) incarceration, as may be permitted by law.

14. MEDICAL TREATMENT

(a) Inmates from the City shall receive such medical, psychiatric and dental treatment as may be necessary to safeguard their health while housed in the Renton Jail. Renton shall provide or arrange for the provision of such medical, psychiatric and dental services. Except for routine minor medical services, which includes those health care services routinely delivered at normal cost by Renton staff, contracted physicians, or nursing staff and delivered within the facility, the City shall pay directly or reimburse Renton for all costs associated with the delivery of any additional medical services including prescriptions, diagnostic testing, emergency and/or major medical service provided to City inmates.

(b) An adequate record of all such services shall be kept by Renton in accordance with HIPAA regulations for the City's review at its request. Any medical or dental services of major consequence shall be reported to the City as soon as time permits.

(c) Should medical or dental services require hospitalization, the City agrees to compensate Renton dollar for dollar any amount expended or cost incurred in providing the same; provided that, except in emergencies, the City will be notified by contacting Catherine Cornwall at 206-684-8041 prior to the inmate's transfer to a hospital and nothing herein shall preclude the City from retaking the ill or injured inmate. The City is responsible for providing security during any period of hospitalization.

15. DISCIPLINE

Renton shall have physical control over and power to exercise disciplinary authority over all inmates of the City. However, nothing contained herein shall be construed to authorize or permit the imposition of any type of discipline prohibited by the laws of the State of Washington.

16. REMOVAL FROM THE JAIL

An inmate from the City legally confined in Renton shall not be removed therefrom by any person except:

(a) When requested by the City Police Department.

(b) By order of the City court in those matters in which it has jurisdiction, or upon order of the King County District Court or the King County Superior Court in those matters in which said courts have jurisdiction.

(c) For appearance in the court in which a City inmate is charged.

(d) In compliance with a Writ of Habeas Corpus.

- (e) For interviews by the City Attorney or member of the City Police Department.
- (f) If the prisoner has served his sentence, or the charge pending against said inmate has been dismissed, or bail or other recognizance has been posted as required by the courts.
- (g) For other scheduled court appearances, including those for which they are not being held.

17. ESCAPES:

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

18. DEATH OF AN INMATE:

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

(b) Renton shall immediately notify the City of the death of a City inmate, furnish information as requested and follow the instructions of the City with regard to the disposition of the body. The body shall be released to the Medical Examiner. All expenses relative to any necessary preparation of the body and shipment charges shall be paid by the City. With the City's consent, Renton may arrange for burial and all matters related or incidental thereto, and all such expenses shall be paid by the City. The provisions of this paragraph shall govern only the relations between or among the parties hereto and shall not affect the responsibility or liability of any relative or other person for the disposition of the deceased or any expenses connected therewith.

(c) The City shall receive a certified copy of the death certificate for any of its inmates who have died while in Renton custody.

19. DISPUTE BETWEEN CITY AND RENTON

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

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

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

20. INSURANCE

(a) Each party agrees to provide the other with evidence of insurance coverage, in the form of a certificate of insurance from a solvent insurance provider and/or a letter confirming coverage from a solvent insurance pool, which is sufficient to address the insurance and indemnification obligation set forth in the Agreement;

(b) Each party shall obtain and maintain coverage in minimum liability limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate 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.

21. HOLD HARMLESS AND INDEMNIFICATION

Renton will assume the liability for the custody and care of the City's inmates once they have been delivered to Renton and the City's officer has left the "sally port." Renton shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including reasonable attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of Renton and the City, its officers, officials, employees, and volunteers, Renton's liability hereunder shall be only to the extent of Renton's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes Renton's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

22. INDEPENDENT CONTRACTOR

In providing services under this contract, Renton is an independent contractor and neither it, nor its officers, officials, 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 or career service or civil service rights, which may accrue to an employee of the City under any applicable law, rule or regulation.

23. PROPERTY DISTRIBUTION UPON DISSOLUTION

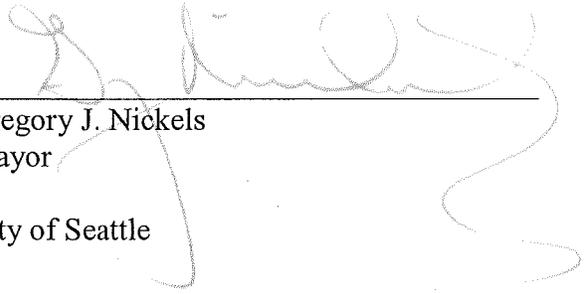
The terms of this Agreement do not contemplate the acquisition of any property. However, in the event any property is acquired for the performance of this contract, upon termination of this contract said property will be sold and the proceeds will remain with Renton.

24. SEVERABILITY

Should any provision of this Agreement be determined to be unenforceable by a court of law, such provision shall be severed from the remainder of the Agreement, and such action shall not affect the enforceability of the remaining provisions herein.

IN WITNESS WHEREOF, the above and forgoing Agreement has been executed in duplicate by the parties hereto and made effective on the day and year first above written:

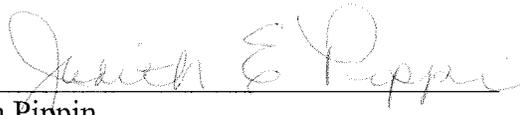
Date: 10/13/2005



Gregory J. Nickels
Mayor

City of Seattle

Attest:



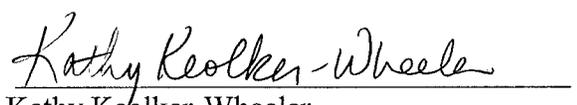
Judith Pippin
City Clerk/Treasurer

Approved as to legal form:



City Attorney
City of Seattle

Date: November 28, 2005



Kathy Keolker-Wheeler
Mayor

City of Renton

Attest:



Bonnie Walton
City Clerk/Treasurer

Approved as to legal form:



Lawrence Warren
City Attorney
City of Renton

ORDINANCE

121956



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3 AN ORDINANCE authorizing the Mayor to execute a new interlocal agreement with the City of
4 Renton to allow them to accept temporary custody of City prisoners for the purpose of
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7 WHEREAS, Renton maintains a municipal jail pursuant to the City and County Jails Act,
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14 transferred to Yakima County facilitates their transfer; and

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16 provision of jail services which has renewed annually since is execution on December 31,
17 2001; and

18 WHEREAS, per the existing contract the City of Renton has the right to terminate the contract
19 with 60 days notice; and

20 WHEREAS, the City of Renton has given the City 60 days notice that the current Interlocal
21 Agreement will be terminated on October 1, 2005; and

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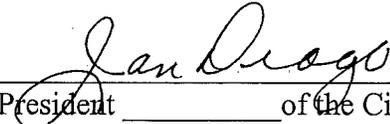
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25 Section 1. The Mayor is authorized to execute, for and on behalf of the City of Seattle,
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28 ordinance is hereby ratified and confirmed.

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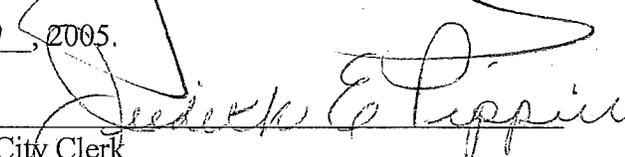
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5 Passed by the City Council the 3rd day of October, 2005, and signed by me in open
6 session in authentication of its passage this 3rd day of October, 2005.

7
8 
President _____ of the City Council

9 Approved by me this 10th day of October, 2005.

10
11 
12 Gregory J. Nickels, Mayor

13
14 Filed by me this 10th day of October, 2005.

15 
16 City Clerk

17 (Seal)

18
19 Attachment A: Interlocal Agreement between the City of Renton and the City of Seattle for the
20 housing of inmates in the Renton City Jail.



ATTACHMENT A

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

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

WITNESSETH:

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

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

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

WHEREAS, the City wishes to designate the Renton Jail as a place of confinement for the incarceration of one or more inmates lawfully committed to its custody; and

WHEREAS, the governing bodies of each of the parties hereto have determined to enter into this Agreement as authorized and provided for by RCW 39.34.080, RCW 70.48.090 and other Washington law, as may be amended,

NOW, THEREFORE, in consideration of the above and foregoing recitals, the payments to be made, the mutual promises and covenants herein contained, and for other good and valuable considerations, the parties hereto agree as follows:

1. GOVERNING LAW

The parties hereto agree that, except where expressly otherwise provided, the laws and administrative rules and regulations of the State of Washington shall govern in any matter relating to inmate confinement pursuant to this Agreement.

2. DURATION

This Agreement shall be effective the date of execution and continue through December 31, 2005. This contract shall automatically renew for one-year periods unless either Renton or the City, provide notice of termination as provided in Section 3 of this Agreement.

3. TERMINATION

(a) By either party. This Agreement may be terminated by written notice from either party to the other party delivered by regular mail to the contact person identified herein, provided that termination shall become effective ninety (90) calendar days after receipt of such notice.



Notice will be presumed received 3 working days after the notice is posted in the mail. Within said ninety (90) days, The City agrees to remove its inmates(s) from the Renton Jail.

(b) In the event of termination of this Agreement for any reason, the City shall compensate Renton for inmates housed by the Renton Jail after notice of termination until the City retakes its inmates in the same manner and at the same rates as if this agreement had not been terminated.

4. MAILING ADDRESSES

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

City of Renton: Chief of Police
Renton Police Department
1055 South Grady Way
Renton, Washington 98055

Contact: Penny Bartley, Jail Manager

City of _____
Mayor/City Manager

Print Name:

Contact: _____
Print Name and Title:

5. COMPENSATION

(a) Rates. Renton agrees to accept and house City inmates at the rate of \$70.00 per day in 2005. The parties agree that Renton shall not charge a separate booking fee in addition to such rate.

(b) Minimum Daily Rate. The City agrees that the daily rate will be consistent with the daily rate charged by Yakima County plus any additional charges that Renton may assess based upon total correctional and insurance costs.

(c) Billing and Payment. Renton agrees to provide the City with an itemized bill listing all names of inmates who are housed, the number of days housed (including date of booking and date of releases), and the dollar amount due for each. Renton agrees to provide said bill by the 30th of each following month. The City agrees to make payment to Renton within 30 days of receipt of such bill for the amount billed for the previous calendar month.

6. SERVICES PROVIDED

(a) Renton agrees to provide jail services and alternative incarceration programs for gross misdemeanor/misdemeanor inmates for those offenses that have been committed by adults within the City.

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

13. RECORDS AND REPORTS:

(a) The City shall forward to Renton before or at the time of delivery of each inmate a copy of all inmate records pertaining to the inmate's present incarceration at other correctional facilities. If additional information is requested regarding a particular inmate, the parties shall mutually cooperate to provide any additional information.

(b) Renton shall keep all necessary and pertinent records concerning such inmates incarcerated in Renton Jail. During an inmate's confinement in Renton, the City shall upon request, be entitled to receive and be furnished with copies of any report or record associated with said inmates(s) incarceration, as may be permitted by law.

14. MEDICAL TREATMENT

(a) Inmates from the City shall receive such medical, psychiatric and dental treatment as may be necessary to safeguard their health while housed in the Renton Jail. Renton shall provide or arrange for the provision of such medical, psychiatric and dental services. Except for routine minor medical services, which includes those health care services routinely delivered at normal cost by Renton staff, contracted physicians, or nursing staff and delivered within the facility, the City shall pay directly or reimburse Renton for all costs associated with the delivery of any additional medical services including prescriptions, diagnostic testing, emergency and/or major medical service provided to City inmates.

(b) An adequate record of all such services shall be kept by Renton in accordance with HIPAA regulations for the City's review at its request. Any medical or dental services of major consequence shall be reported to the City as soon as time permits.

(c) Should medical or dental services require hospitalization, the City agrees to compensate Renton dollar for dollar any amount expended or cost incurred in providing the same; provided that, except in emergencies, the City will be notified by contacting _____ at _____ prior to the inmate's transfer to a hospital and nothing herein shall preclude the City from retaking the ill or injured inmate. The City is responsible for providing security during any period of hospitalization.

15. DISCIPLINE

Renton shall have physical control over and power to exercise disciplinary authority over all inmates of the City. However, nothing contained herein shall be construed to authorize or permit the imposition of any type of discipline prohibited by the laws of the State of Washington.

16. REMOVAL FROM THE JAIL

An inmate from the City legally confined in Renton shall not be removed therefrom by any person except:

- (a) When requested by the City Police Department.
- (b) By order of the City court in those matters in which it has jurisdiction, or upon order of the King County District Court or the King County Superior Court in those matters in which said courts have jurisdiction.
- (c) For appearance in the court in which a City inmate is charged.
- (d) In compliance with a Writ of Habeas Corpus.



- (e) For interviews by the City Attorney or member of the City Police Department.
- (f) If the prisoner has served his sentence, or the charge pending against said inmate has been dismissed, or bail or other recognizance has been posted as required by the courts.
- (g) For other scheduled court appearances, including those for which they are not being held.

17. ESCAPES:

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

18. DEATH OF AN INMATE:

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

(b) Renton shall immediately notify the City of the death of a City inmate, furnish information as requested and follow the instructions of the City with regard to the disposition of the body. The body shall be released to the Medical Examiner. All expenses relative to any necessary preparation of the body and shipment charges shall be paid by the City. With the City's consent, Renton may arrange for burial and all matters related or incidental thereto, and all such expenses shall be paid by the City. The provisions of this paragraph shall govern only the relations between or among the parties hereto and shall not affect the responsibility or liability of any relative or other person for the disposition of the deceased or any expenses connected therewith.

(c) The City shall receive a certified copy of the death certificate for any of its inmates who have died while in Renton custody.

19. DISPUTE BETWEEN CITY AND RENTON

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

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

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

20. INSURANCE



(a) Each party agrees to provide the other with evidence of insurance coverage, in the form of a certificate of insurance from a solvent insurance provider and/or a letter confirming coverage from a solvent insurance pool, which is sufficient to address the insurance and indemnification obligation set forth in the Agreement;

(b) Each party shall obtain and maintain coverage in minimum liability limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate 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.

21. HOLD HARMLESS AND INDEMNIFICATION

Renton will assume the liability for the custody and care of the City's inmates once they have been delivered to Renton and the City's officer has left the "sally port." Renton shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including reasonable attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of Renton and the City, its officers, officials, employees, and volunteers, Renton's liability hereunder shall be only to the extent of Renton's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes Renton's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

22. INDEPENDENT CONTRACTOR

In providing services under this contract, Renton is an independent contractor and neither it, nor its officers, officials, 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 or career service or civil service rights, which may accrue to an employee of the City under any applicable law, rule or regulation.

23. PROPERTY DISTRIBUTION UPON DISSOLUTION

The terms of this Agreement do not contemplate the acquisition of any property. However, in the event any property is acquired for the performance of this contract, upon termination of this contract said property will be sold and the proceeds will remain with Renton.

24. SEVERABILITY

Should any provision of this Agreement be determined to be unenforceable by a court of law, such provision shall be severed from the remainder of the Agreement, and such action shall not affect the enforceability of the remaining provisions herein.



IN WITNESS WHEREOF, the above and forgoing Agreement has been executed in duplicate by the parties hereto and made effective on the day and year first above written:

Date: _____

Date: _____

Mayor

Kathy Keolker-Wheeler
Mayor

City of _____

City of Renton

Attest:

Attest:

City Clerk/Treasurer

Bonnie Walton
City Clerk/Treasurer

Approved as to legal form:

Approved as to legal form:

City Attorney
City of _____

Lawrence Warren
City Attorney
City of Renton



ATTACHMENT A

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

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

WITNESSETH:

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

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

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

WHEREAS, the City wishes to designate the Renton Jail as a place of confinement for the incarceration of one or more inmates lawfully committed to its custody; and

WHEREAS, the governing bodies of each of the parties hereto have determined to enter into this Agreement as authorized and provided for by RCW 39.34.080, RCW 70.48.090 and other Washington law, as may be amended,

NOW, THEREFORE, in consideration of the above and foregoing recitals, the payments to be made, the mutual promises and covenants herein contained, and for other good and valuable considerations, the parties hereto agree as follows:

1. GOVERNING LAW

The parties hereto agree that, except where expressly otherwise provided, the laws and administrative rules and regulations of the State of Washington shall govern in any matter relating to inmate confinement pursuant to this Agreement.

2. DURATION

This Agreement shall be effective the date of execution and continue through December 31, 2005. This contract shall automatically renew for one-year periods unless either Renton or the City, provide notice of termination as provided in Section 3 of this Agreement.

3. TERMINATION

(a) By either party. This Agreement may be terminated by written notice from either party to the other party delivered by regular mail to the contact person identified herein, provided that termination shall become effective ninety (90) calendar days after receipt of such notice.



Notice will be presumed received 3 working days after the notice is posted in the mail. Within said ninety (90) days, The City agrees to remove its inmates(s) from the Renton Jail.

(b) In the event of termination of this Agreement for any reason, the City shall compensate Renton for inmates housed by the Renton Jail after notice of termination until the City retakes its inmates in the same manner and at the same rates as if this agreement had not been terminated.

4. MAILING ADDRESSES

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

City of Renton: Chief of Police
Renton Police Department
1055 South Grady Way
Renton, Washington 98055

Contact: Penny Bartley, Jail Manager

City of _____
Mayor/City Manager

Print Name:

Contact: _____
Print Name and Title:

5. COMPENSATION

(a) Rates. Renton agrees to accept and house City inmates at the rate of \$70.00 per day in 2005. The parties agree that Renton shall not charge a separate booking fee in addition to such rate.

(b) Minimum Daily Rate. The City agrees that the daily rate will be consistent with the daily rate charged by Yakima County plus any additional charges that Renton may assess based upon total correctional and insurance costs.

(c) Billing and Payment. Renton agrees to provide the City with an itemized bill listing all names of inmates who are housed, the number of days housed (including date of booking and date of releases), and the dollar amount due for each. Renton agrees to provide said bill by the 30th of each following month. The City agrees to make payment to Renton within 30 days of receipt of such bill for the amount billed for the previous calendar month.

6. SERVICES PROVIDED

(a) Renton agrees to provide jail services and alternative incarceration programs for gross misdemeanor/misdemeanor inmates for those offenses that have been committed by adults within the City.

(b) City inmates will automatically be screened for Home Detention unless expressly prohibited by the sentencing court.



(c) Inmates will be billed directly for Home Detention services and the City will not be obligated to pay Home Detention fees.

7. RESPONSIBILITY FOR OFFENDER'S CUSTODY

It shall be the responsibility of Renton to confine the inmate or inmates; to provide treatment, including the furnishing of subsistence and all necessary medical and hospital services and supplies; to provide for inmates' physical needs; to retain them in said custody; to supervise them; to maintain proper discipline and control; to make certain that they receive no special privileges and that the sentence and orders of the committing court in the State are faithfully executed; provided that nothing herein contained shall be construed to require Renton, or any of its agents, to provide treatment, facilities or programs for any inmates confined pursuant to this Agreement, which it does not provide for similar inmates not confined pursuant to this Agreement.

8. RIGHT TO REFUSAL

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

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

9. HOUSING DECISIONS

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

10. RETAKEING OF INMATES

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

11. COPY OF ARREST WARRANT OR CITATION AND BAIL SCHEDULE

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

12. TRANSPORTATION

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



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

13. RECORDS AND REPORTS:

(a) The City shall forward to Renton before or at the time of delivery of each inmate a copy of all inmate records pertaining to the inmate's present incarceration at other correctional facilities. If additional information is requested regarding a particular inmate, the parties shall mutually cooperate to provide any additional information.

(b) Renton shall keep all necessary and pertinent records concerning such inmates incarcerated in Renton Jail. During an inmate's confinement in Renton, the City shall upon request, be entitled to receive and be furnished with copies of any report or record associated with said inmates(s) incarceration, as may be permitted by law.

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(b) An adequate record of all such services shall be kept by Renton in accordance with HIPAA regulations for the City's review at its request. Any medical or dental services of major consequence shall be reported to the City as soon as time permits.

(c) Should medical or dental services require hospitalization, the City agrees to compensate Renton dollar for dollar any amount expended or cost incurred in providing the same; provided that, except in emergencies, the City will be notified by contacting _____ at _____ prior to the inmate's transfer to a hospital and nothing herein shall preclude the City from retaking the ill or injured inmate. The City is responsible for providing security during any period of hospitalization.

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Renton shall have physical control over and power to exercise disciplinary authority over all inmates of the City. However, nothing contained herein shall be construed to authorize or permit the imposition of any type of discipline prohibited by the laws of the State of Washington.

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(a) When requested by the City Police Department.

(b) By order of the City court in those matters in which it has jurisdiction, or upon order of the King County District Court or the King County Superior Court in those matters in which said courts have jurisdiction.

(c) For appearance in the court in which a City inmate is charged.

(d) In compliance with a Writ of Habeas Corpus.



- (e) For interviews by the City Attorney or member of the City Police Department.
- (f) If the prisoner has served his sentence, or the charge pending against said inmate has been dismissed, or bail or other recognizance has been posted as required by the courts.
- (g) For other scheduled court appearances, including those for which they are not being held.

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

18. DEATH OF AN INMATE:

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

(b) Renton shall immediately notify the City of the death of a City inmate, furnish information as requested and follow the instructions of the City with regard to the disposition of the body. The body shall be released to the Medical Examiner. All expenses relative to any necessary preparation of the body and shipment charges shall be paid by the City. With the City's consent, Renton may arrange for burial and all matters related or incidental thereto, and all such expenses shall be paid by the City. The provisions of this paragraph shall govern only the relations between or among the parties hereto and shall not affect the responsibility or liability of any relative or other person for the disposition of the deceased or any expenses connected therewith.

(c) The City shall receive a certified copy of the death certificate for any of its inmates who have died while in Renton custody.

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

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

20. INSURANCE



(a) Each party agrees to provide the other with evidence of insurance coverage, in the form of a certificate of insurance from a solvent insurance provider and/or a letter confirming coverage from a solvent insurance pool, which is sufficient to address the insurance and indemnification obligation set forth in the Agreement;

(b) Each party shall obtain and maintain coverage in minimum liability limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate 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.

21. HOLD HARMLESS AND INDEMNIFICATION

Renton will assume the liability for the custody and care of the City's inmates once they have been delivered to Renton and the City's officer has left the "sally port." Renton shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including reasonable attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of Renton and the City, its officers, officials, employees, and volunteers, Renton's liability hereunder shall be only to the extent of Renton's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes Renton's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

22. INDEPENDENT CONTRACTOR

In providing services under this contract, Renton is an independent contractor and neither it, nor its officers, officials, 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 or career service or civil service rights, which may accrue to an employee of the City under any applicable law, rule or regulation.

23. PROPERTY DISTRIBUTION UPON DISSOLUTION

The terms of this Agreement do not contemplate the acquisition of any property. However, in the event any property is acquired for the performance of this contract, upon termination of this contract said property will be sold and the proceeds will remain with Renton.

24. SEVERABILITY

Should any provision of this Agreement be determined to be unenforceable by a court of law, such provision shall be severed from the remainder of the Agreement, and such action shall not affect the enforceability of the remaining provisions herein.



IN WITNESS WHEREOF, the above and forgoing Agreement has been executed in duplicate by the parties hereto and made effective on the day and year first above written:

Date: _____

Date: _____

Mayor

Kathy Keolker-Wheeler
Mayor

City of _____

City of Renton

Attest:

Attest:

City Clerk/Treasurer

Bonnie Walton
City Clerk/Treasurer

Approved as to legal form:

Approved as to legal form:

City Attorney
City of _____

Lawrence Warren
City Attorney
City of Renton



FISCAL NOTE FOR NON-CAPITAL PROJECTS

| Department: | Contact Person/Phone: | DOF Analyst/Phone: |
|---------------------------------|------------------------------|---------------------------|
| Office of Policy and Management | Cindy West 684-8376 | Amanda Allen 684-8894 |

Legislation Title: AN ORDINANCE authorizing the Mayor to execute a new interlocal 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 City of Renton Jail (Renton) for jail services.

• **Summary of the Legislation:**

This agreement will allow the City of Seattle to continue to house inmates in the Renton City Jail. The current interlocal agreement specifies that the Renton Jail be used as a transfer location for multiple jurisdictions to Yakima Jail. The new agreement will allow general bookings in the Renton City Jail. The new Interlocal clarifies Renton's role when holding outside agency inmates and establishes a fixed daily rate of \$70.

• **Background:**

The City of Seattle currently houses inmates in the Renton City jail for short periods. The City's average daily population (ADP) in the Renton City Jail is 1-2. Per the terms of the current interlocal agreement, the City of Renton recently notified the City of Seattle that the current Interlocal will be terminated, effective October 1, 2005. At the same time The City of Renton proposed a new Interlocal Agreement with the City of Seattle for housing inmates in the Renton City Jail which would take effect on October 1, 2005. The new agreement proposes the following changes to the current agreement:

- The current interlocal agreement states that the Renton City Jail will be used as a transfer location for jurisdictions to Yakima Jail. The new agreement also allows general bookings.
- The new Interlocal clarified Renton's legal role when holding outside agency inmates.
- The current daily cost of housing an inmate in the Renton City Jail is \$50.00. If an individual is in the jail for less than 24 hours and is not detained in the Jail overnight, the cost is \$25.00. The new interlocal established a fixed daily rate of \$70.00, regardless of length of stay.



- Please check one of the following:

This legislation does not have any financial implications. (Stop here and delete the remainder of this document prior to saving and printing.)

This legislation has financial implications. (Please complete all relevant sections that follow.)

Appropriations:

| Fund Name and Number | Department | Budget Control Level* | 2005 Appropriation | 2006 Anticipated Appropriation |
|----------------------|---------------------------|----------------------------|--------------------|--------------------------------|
| General Fund | Criminal Justice Services | VJ100 Jail Services Budget | \$23,663 | \$23,663 |
| TOTAL | | | *See Note | *See Note |

*The additional cost for this legislation in 2005 is so nominal (\$1,840) that the cost will be absorbed within the existing budget. No additional appropriation is being sought. In 2006, the additional cost is so negligible that no changes will be made to the 2006 endorsed budget for jail services at the Renton City Jail.

Anticipated Revenue/Reimbursement: Resulting From This Legislation: Not Applicable.

| Fund Name and Number | Department | Revenue Source | 2004 Revenue | 2005 Revenue |
|----------------------|------------|----------------|--------------|--------------|
| TOTAL | | | | |

Notes:

Total Regular Positions Created Or Abrogated Through This Legislation, Including FTE Impact: Not Applicable.

| Position Title and Department* | Fund Name | Fund Number | Part-Time/ Full Time | 2004 Positions | 2004 FTE | 2005 Positions** | 2005 FTE** |
|--------------------------------|-----------|-------------|----------------------|----------------|----------|------------------|------------|
| TOTAL | | | | | | | |



- * List each position separately
- ** 2006 positions and FTE are total 2006 position changes resulting from this legislation, not incremental changes. Therefore, under 2006, please be sure to include any continuing positions from 2005.

Notes:

- **Do positions sunset in the future?** (If yes, identify sunset date): Not Applicable

Spending/Cash Flow: Not Applicable.

| Fund Name and Number | Department | Budget Control Level* | 2005 Expenditures | 2006 Anticipated Expenditures |
|----------------------|------------|-----------------------|-------------------|-------------------------------|
| | | | | |
| TOTAL | | | | |

* See budget book to obtain the appropriate Budget Control Level for your department.

Notes:

- **What is the financial cost of not implementing the legislation?** (Estimate the costs to the City of not implementing the legislation, including estimated costs to maintain or expand an existing facility or the cost avoidance due to replacement of an existing facility, potential conflicts with regulatory requirements, or other potential costs if the legislation is not implemented.)

The financial cost of not implementing this legislation would be the increased cost of using the King County Jail to hold the inmates currently being booking into Renton City Jail. Daily jail costs are about \$20 more expensive per day over the new contract fee of \$70/day at Renton. In addition, King County Jail has an initial booking fee per inmate of \$176 which is not charged by Renton. Using an average daily population of one inmate, the additional cost would be about \$40,000 if we used King County Jail exclusively.

What are the possible alternatives to the legislation that could achieve the same or similar objectives? (Include any potential alternatives to the proposed legislation, such as reducing fee-supported activities, identifying outside funding sources for fee-supported activities, etc.)

There are not alternatives which would allow the City to achieve a similar objective.

- **Is the legislation subject to public hearing requirements:** No.
- **Other Issues** (including long-term implications of the legislation):

Please list attachments to the fiscal note below: None.





City of Seattle

Gregory J. Nickels, Mayor

Office of the Mayor

September 13, 2005

Honorable Jan Drago
President
Seattle City Council
City Hall, 2nd Floor

Dear Council President Drago:

I am pleased to transmit the attached proposed Council Bill that authorizes the City of Seattle to execute a new Interlocal Agreement with the City of Renton for the housing of inmates in the Renton City Jail. This agreement will replace the Interlocal Agreement between the City of Seattle and the City of Renton so that the City of Renton may temporarily hold City of Seattle inmates before they are transferred to the Yakima County Jail.

The City of Renton is terminating its current Interlocal agreement, effective October 1, 2005, and has proposed a new agreement that includes minor changes. The current agreement specifies that the Renton Jail be used as a transfer location for inmates being sent to the Yakima Jail. The new agreement allows general bookings into the jail, and increases the daily cost of housing inmates from \$50.00 to \$70.00, which is still significantly less than housing inmates in the King County Jail. As Seattle's average daily jail population at the Renton Jail is one to two inmates, the change in the agreement will not greatly affect the management of our jail population.

Thank you for your consideration of this legislation. Should you have questions, please contact Cindy West, Office of Policy and Management, at 684-8376.

Sincerely,

A handwritten signature in cursive script, appearing to read "Greg Nickels".

GREG NICKELS
Mayor of Seattle

cc: Honorable Members of the Seattle City Council

600 Fourth Avenue, 7th Floor, P.O. Box 94749, Seattle, WA 98124-4749

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

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



STATE OF WASHINGTON – KING COUNTY

--SS.

190878
CITY OF SEATTLE, CLERKS OFFICE

No. TITLE ONLY

Affidavit of Publication

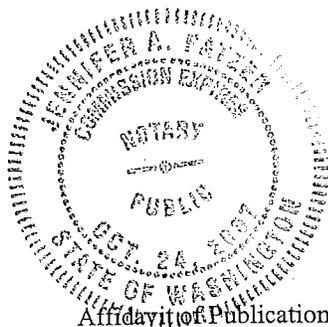
The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published 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

CT:121953,955-958

was published on

10/14/05



[Handwritten signature]

Subscribed and sworn to before me on

10/14/05

[Handwritten signature: Jennifer Peifer]

Notary public for the State of Washington,
residing in Seattle

State of Washington, King County

City of Seattle

TITLE-ONLY PUBLICATION

The full text of the following ordinances, passed by the City Council on October 3, 2005, 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 684-8344.

ORDINANCE NO. 121958

AN ORDINANCE appropriating money to pay certain audited claims and ordering the payment thereof.

ORDINANCE NO. 121957

AN ORDINANCE related to City Light's 2005 - 2010 Capital Improvement Program (CIP), removing a restriction that limits spending of City Light's Finance and Administration CIP Budget Control Level appropriation in the 2005 Adopted Budget on "Information Technology Projects" in its Capital Improvement Program, and amending allocations to various projects within the utility's CIP.

ORDINANCE NO. 121956

AN ORDINANCE authorizing the Mayor to execute a new interlocal 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 City of Renton Jail (Renton) for jail services.

ORDINANCE NO. 121955

AN ORDINANCE amending the Seattle Comprehensive Plan to incorporate changes proposed as part of the 2005 Comprehensive Plan annual amendment process.

ORDINANCE NO. 121953

AN ORDINANCE relating to community development in the Rainier Valley, approving an amendment to the operating plan for the Transit-Oriented Community Development Fund for Southeast Seattle; authorizing the Office of Economic Development to negotiate and execute a trust agreement and other agreements with the Rainier Valley Community Development Fund for the execution of a community development program; and ratifying and confirming prior acts.

Publication ordered by JUDITH PIPPIN,
City Clerk

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