



INTRLOC_00

CITY OF ISSAQUAH

File Location

Vendor Name

CITY OF ISSAQUAH
12/31/2099

Document Type: Interlocal New

Vendor Name: CITY OF ISSAQUAH

PO# Location: INTRLOC-000

Effect Date: 1/2/0011

Term Date: 12/31/2099

CR#: 46987

Related CR#: _____

Ordinance: _____

Resolution: 8171

Leg Date: 12/6/2010

Vendor #: 37361

Description: TO PROVIDE JAIL SERVICES PO 1050464-000

Notes:

INTRLOC_00
INTERLOCAL AGREEMENTS
12/31/2099
500176854

CR# 46987 DATE 1-6-11 LOC INTRALOC-000
 Pcs 8171

**CITY OF ISSAQUAH AND CITY OF BELLEVUE
 MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding is dated for reference purposes the 1st day of January 2011, and is agreed to by and between the City of Bellevue; hereinafter referred to as "City," and the City of Issaquah; hereinafter referred to as "Issaquah".

WHEREAS, Issaquah has a jail facility, with supporting personnel; and

WHEREAS, the City has no jail facility for holding persons charged and/or convicted of violations of City ordinances; and

WHEREAS, City is desirous of contracting with Issaquah in order to provide the City with needed jail services, and Issaquah is contracting with the City to provide said jail services;

NOW, THEREFORE, the parties have entered into this agreement in order to provide needed jail services to the City, **NOW, THEREFORE**

The City and Issaquah have entered into this agreement under the terms and conditions set forth herein.

1. **Statement of Purpose.** This agreement has been entered into in order to provide jail services to the City.

2. **Obligations of City of Issaquah:**

- 2.1 Services.** Issaquah shall book and hold in the Issaquah jail facilities City prisoners charged and/or convicted of a misdemeanor violation of City ordinances. Issaquah shall be responsible for the prisoner from the time the prisoner is screened and accepted in the Issaquah booking room until the prisoner is released to a City official or released in accordance with the instructions given to Issaquah by a City official or Court Order.
- 2.2 Minimum Beds Commitment.** Issaquah guarantees a minimum of 15 daily jail beds for City inmates.
- 2.3 Displacement.** Issaquah will notify the City of jail occupancy status when contacted by City prior to booking. Prisoner bed space is offered on an as available basis once the guaranteed beds are filled.
- 2.4 Minimum Bed Commitment Fees.** Issaquah shall reconcile guaranteed bed commitment on a monthly basis. In the event the City does not meet the minimum bed commitments, Issaquah shall collect of fee equal to the guarantee minimum bed commitment stated in Section 2.2.
- 2.6 Billing.** Issaquah shall submit to City a monthly accounting of prisoners booked and incarcerated in the previous month, along with an invoice for payment. The invoice will show the number of beds used by the City.
- 2.7 Indemnification to City.** Issaquah agrees to indemnify and hold City harmless from any and all claims, lawsuits or other legal action and from all costs including reasonable attorney's fees, which arises out of any alleged wrongful or negligent act or omission by any officer, agent, or employee of Issaquah occurring subsequent to any claimant's entry into the Issaquah booking room and during any claimant's incarceration in the

Issaquah City Jail. City will accept Issaquah's membership in the Washington Cities Insurance Authority as fulfilling the provisions of the insurance policy requirement.

- 2.8 **Compliance with regulations.** Issaquah shall maintain its jail facilities in compliance with all state and federal regulations. Issaquah shall supply the City with a copy of their jail regulations upon request.
- 2.9 **Medical Expenses.** Issaquah shall check with the designated official from the City, as soon as practical, before any routine medical or dental treatment is rendered beyond routine sick call. Issaquah shall be required to notify the City when determining the need for medication of any prisoner brought to Issaquah for incarceration under this Agreement.

3. **Obligations of the City of Bellevue:**

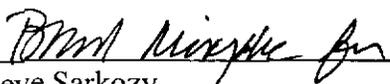
- 3.1 **Services:** City shall be responsible for the prisoner until the prisoner is screened and accepted into the Issaquah Jail for booking.
- 3.2 **Minimum Beds Commitment.** City shall receive and pay for a guaranteed minimum of 15 daily jail beds from Issaquah.
- 3.3 **Displacement.** City understands and agrees that prisoners committed to the Issaquah Jail facility, by the City, will be subject to being displaced at any time if Issaquah finds that it does not have adequate facilities to house prisoners beyond the minimum beds commitment stated in Section 3.2.
- 3.4 **Price.** City shall pay Issaquah the sum of \$90.00 per day, per inmate bed for booking and incarceration. Beginning January 1, 2012, the daily rate per day, per inmate bed for booking and incarceration will increase annually by an amount based on the estimated operating cost for the upcoming year, but not to exceed 5% per year. Issaquah will provide notice to the City of the daily rate for 2012 by September 1, 2011 and for each year thereafter by September 1st of the preceding year.
- 3.5 **Minimum Beds Commitment Fees.** City agrees to pay for all guaranteed minimum beds stated in Section 3.2 whether the beds are used or not. City understands the fees are based on an average daily population reconciled on a monthly basis.
- 3.6 **Billing.** City shall promptly remit payment for said services
- 3.7 **Indemnification to City.** City agrees to defend, indemnify and hold Issaquah harmless from any and all claims, lawsuits, or other legal actions and from all costs including reasonable attorney's fees, which arise out of any alleged wrongful arrest, false imprisonment, or other wrongful or negligent act or omission by any agent, officer or employee of City. In addition, City agrees to maintain a policy of liability insurance naming Issaquah as an additional insured covering any risk of loss to City as described in the foregoing sentence. The policy limits of such public liability insurance shall be at least \$1,000,000 per occurrence. A certificate of insurance shall be supplied to Issaquah verifying such

coverage. Issaquah will accept City's self insurance program as fulfilling the provisions of the insurance policy requirements.

- 3.8 Compliance with regulations.** City agrees to comply with the Issaquah jail regulations relating to the booking, confinement and discharge of prisoners, provided that it is City's duty to be aware of all pertinent regulations and amendments thereto.
- 3.9 Medical Expenses.** The City shall be solely responsible for any and all medical, dental or emergency care beyond routine sick call, inclusive of transportation, that must be provided to City prisoners housed in Issaquah facilities when a non-emergency condition exists. City shall provide or pay Issaquah with any prescribed medication. If any renewal or additional medication is necessary, and the prisoner is unable to pay for the same, the City shall be responsible for that medication.
- 3.10 Prisoner Transportation.** The City shall be solely responsible for any and all prisoner transportation needs to and from court appearances and/or other corrections facilities.

4. **Term:** The term of this Agreement shall commence on the date first shown above. This agreement shall be of indefinite duration. Provided, however, either party may elect to terminate this Agreement by giving written notice of termination to the other party. Said termination shall be effective ninety (90) days from the date of receipt of said written notice.
5. **ADMINISTRATION:** This Agreement shall be jointly administered by the Police Chiefs of Issaquah and the City.

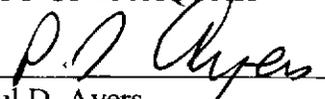
CITY OF BELLEVUE



Steve Sarkozy,
City Manager

Dated: 12-10-10

CITY OF ISSAQUAH



Paul D. Ayers,
Chief of Police

Dated: 12-27-10

END/

Covay, Susan

From: JAG Coordinator
Sent: Friday, December 03, 2010 11:39 AM
To: Krikorian, Carl; Carlson, Diane; Hall, Randy
Cc: Covay, Susan
Subject: COB (Further Change) Jail Contract Costs
Attachments: 2010.12.3 COB, Revision 2, jail contract costs.xlsx

Follow Up Flag: Follow up
Flag Status: Flagged

Pardon!! I just realized that the total contract costs cell for Snohomish did not contain a formula (just a preset total). I made this last change so that the correct total contract costs are reflected.

Thank you! CB

From: JAG Coordinator
Sent: Friday, December 03, 2010 11:31 AM
To: Krikorian, Carl; Carlson, Diane; Hall, Randy
Cc: Covay, Susan
Subject: JP/COB Jail Contract Costs

Everyone: Diane and I further discussed the contract costs this morning. Changes have been made to the contract estimates sheet that Diane had sent late Wednesday. The attached revision has all transport costs taken out and the additional 3 inmates that would, theoretically, be housed in Yakima in 2011 are now added to the tally for Snohomish (accounting for forecasted growth) through 2016.

Please confirm that the numbers are sound, including whether the total contracts' costs for 2011/2012 are within the proposed PD budget,

Thank you ! Charles

From: JAG Coordinator
Sent: Tuesday, November 30, 2010 10:07 AM
To: Krikorian, Carl; Carlson, Diane; Hall, Randy
Cc: Covay, Susan
Subject: Jails > Snohomish & Yakima Contracts (not including Trans Costs)

Everyone: Below are the SNO & Yakima estimated contract costs (not including Transport). For 2011, the total costs are close to the amount (\$359K) estimated in the 10/25 council brief for Snohomish costs in 2011. In the brief, though, the Sno costs included the related transport costs and because Yakima's daily rate is higher than Sno's (with Sno's booking fee averaged out), including the transports costs for both contracts would result in approximately \$23K more in total costs than just using Sno alone. Operationally, though, it may be more efficient to use Yakima for the 3 beds.

Snohomish	2011	2012	2013	2014	2015	2016
# of beds	9	9	9	10	10	11
Jail Costs	\$249,112.50	\$261,568.13	\$274,646.53	\$320,420.95	\$336,442.00	\$388,590.51
Total Contract Costs, 2011-2016:				\$1,830,780.62		

Yakima	2011
# of beds	3
Jail Costs	\$109,281.00

Thank you, Charles

From: JAG Coordinator
Sent: Monday, November 29, 2010 2:11 PM
To: Bolanos, Charles; Krikorian, Carl; Covay, Susan
Cc: Hall, Randy; Carlson, Diane
Subject: COB Jails > Snohomish & Yakima Contracts

Everyone: The estimates below are based on the following assumptions >
 Yakima Contract is only for 2011;
 An average of 3 inmates will be housed @ Yakima in 2011;
 The remainder of the non-KC/Issaquah inmates (9) in 2011 will be housed in Snohomish;
 Beyond 2011, Snohomish will be used as in 2011, accounting f. pop increases, and the add'l inmates may be housed in SCORE.

Snohomish	2011	2012	2013	2014	2015	2016
# of beds	9	9	9	10	10	11
Jail Costs	\$249,112.50	\$261,568.13	\$274,646.53	\$320,420.95	\$336,442.00	\$388,590.51
Travel Costs	\$20,064.14	\$21,067.35	\$22,120.72	\$25,807.50	\$27,097.88	\$31,298.05
Total Costs	\$269,176.64	\$282,635.48	\$296,767.25	\$346,228.46	\$363,539.88	\$419,888.56
Total Contract Costs, 2011-2016:				\$1,978,236.27		

Yakima	2011
# of beds	3
Jail Costs	\$109,281.00
Travel Costs	\$2,801.89
Total Costs	\$112,082.89

Note: The included travel costs are the estimated costs of travel btwn COB and Issaquah.

Please get back to me if the assumptions are on target and if the estimates are in line with estimated PD budgets; I'll make revisions based on your guidance.

Thank you, Charles

-----Original Message-----

From: Bolanos, Charles
 Sent: Monday, November 29, 2010 7:56 AM
 To: Krikorian, Carl; Covay, Susan
 Cc: Hall, Randy; Carlson, Diane
 Subject: COB RE: Budget Info for Snohomish and Yakima County Jail Contracts

Everyone: First of all, hope y'all had a nice Thanksgiving weekend (Aloha to you, Randy)

All budget #'s for the other jail contracts (KC & Issaquah) were derived from the 10/25 jail services council briefing (for KC, we only used the 2011 costs; for Issaquah, we - if I recall correctly, I don't have the routing docs - used 3 years' costs - 2011 through 2013) .

Regarding the Sno and Yakima contracts, things have changed since 10/25, the Yakima contract costs are now lower and there is no bed commitment, which makes this a more viable option. The question I have is how do we allocate the costs (how many inmates ?) for these last two contracts? Currently, the new Yakima contract is only for 2011. For 2011, could we just allocate 50/50 of the 12 inmates btwn Sno & Yak ? For 2012, do we assume the Yakima contract is not continued and just allocate 50/50 of the 12 inmates btwn Sno and SCORE? (FYI: The final SCORE contract is expected to be distributed to cities by mid-December). Also, beyond 2012, do we just go to 2013 as was done with the Issaquah contract?

All input is greatly appreciated :>

Charles

-----Original Message-----

From: Krikorian, Carl
Sent: Wednesday, November 24, 2010 5:14 PM
To: Covay, Susan; Bolanos, Charles
Cc: Hall, Randy
Subject: RE: Budget Info for Snohomish and Yakima County Jail Contracts

Susan, I didn't come up with the numbers. Can Charles help us out?

From: Covay, Susan
Sent: Wednesday, November 24, 2010 2:48 PM
To: Krikorian, Carl
Cc: Hall, Randy
Subject: Budget Info for Snohomish and Yakima County Jail Contracts

Hi Carl,

Please forward the budget numbers for the Snohomish and Yakima Co. jail ILA's and I will start the routing process. Please also provide background information on how the figures were arrived at. Thank you.

VERSION: 12/3/10

Jail Contract Estimates 2011-2016

	2011	2012	2013	2014	2015	2016
Snohomish						
# of beds	9	12	12	13	13	14
Jail Costs	\$249,113	\$348,758	\$366,195	\$416,547	\$437,375	\$494,570
Total Contract Costs, 2011-2016:						\$1,830,780.62

Yakima	2011
# of beds	3
Jail Costs	\$109,281

	2011	2012	2013	2014	2015	2016
King County						
# of beds	4	4	4	4	4	4
Jail Costs	\$299,949	\$315,207	\$331,245	\$348,102	\$365,822	\$384,448
Total Contract Costs, 2011-2016:						\$2,044,773.00

	2011	2012	2013	2014	2015	2016
Issaquah						
# of beds	15	15	15	15	15	15
Jail Costs	\$499,446	\$527,257	\$555,095	\$582,964	\$610,865	\$638,800
Total Contract Costs, 2011-2016:						\$3,414,427.00

	2011	2012	2013	2014	2015	2016
Grand Total	\$1,157,789	\$1,191,222	\$1,252,535	\$1,347,613	\$1,414,062	\$1,517,818



Excluded Parties List System

**Search Results Excluded By
Firm, Entity, or Vessel : City of Issaquah
as of 22-Nov-2010 1:10 PM EST**

Your search returned no results.

Brown, Lisa M.

From: Windsor, Siona
Sent: Friday, November 19, 2010 1:14 PM
To: Covay, Susan
Cc: Carlson, Diane; Petty, Leslie; Nicolai, Joanne; Brown, Lisa M.
Subject: RE: 2010 10 20 Issaquah Bellevue Jail Services MOU.doc

I and Joanne have seen and approved the attached version. If Issaquah has accepted all of the changes, I would suggested that the attached redlines be accepted and a final version be routed.

From: Covay, Susan
Sent: Friday, November 19, 2010 12:46 PM
To: Windsor, Siona
Cc: Carlson, Diane; Petty, Leslie; Nicolai, Joanne; Brown, Lisa M.
Subject: FW: 2010 10 20 Issaquah Bellevue Jail Services MOU.doc

Hi Siona—This went to Contracting Services on Nov. 15—do you know if it's come to Legal or Risk yet? Can we just replace the version of the contract being routed with the attached version?

From: Carlson, Diane
Sent: Friday, November 19, 2010 11:53 AM
To: Covay, Susan
Subject: FW: 2010 10 20 Issaquah Bellevue Jail Services MOU.doc

From: Windsor, Siona
Sent: Thursday, November 18, 2010 9:47 AM
To: Carlson, Diane
Subject: FW: 2010 10 20 Issaquah Bellevue Jail Services MOU.doc

Diane – your change looked good to me. I made one additional change per Joanne referencing self insurance. As to length of contract, I am fine with existing language if o.k. with contracting services. Next steps?

From: Carlson, Diane
Sent: Wednesday, November 17, 2010 4:50 PM
To: Windsor, Siona
Subject: FW: 2010 10 20 Issaquah Bellevue Jail Services MOU.doc

Check out my proposed language in response to your comments. I checked with Redmond and they signed it as presented.

Diane

From: Windsor, Siona
Sent: Tuesday, November 16, 2010 5:56 PM
To: Carlson, Diane; Nicolai, Joanne
Subject: 2010 10 20 Issaquah Bellevue Jail Services MOU.doc

Diane – here are my thoughts on this Issaquah contract. Can I see the prior contract? Who drafted this contract? Thanks.



CR# 46987 Date: 1-6-11 PO # & Loc: 1050464.006

Res 8171

City of Bellevue
Finance Department - Contracting Services
450 110th Ave. NE. Bellevue, WA 98004

Contract Routing Form

Current Contract Information:

Contract Title:

CITY OF ISSAQUAH JAIL SERVICES

Department: Police - 593

Contract Manager: Randy Hall

Contract Description:

BELLEVUE AGREEMENT WITH CITY OF ISSAQUAH TO PROVIDE JAIL SERVICES

Contract Type: Memo of Understanding (MOU)

Contract Form:

Custom contract document

Total Contract Value: \$1,625,964.00

Budget Expenditure:

Expenditure Contract - Sufficient Funds

This Amendment Value: N/A 3,414,427.00

(funding through)
123116

Maximo User: No

Vendor Information:

Is this a new vendor? No

Tax ID #:

Vendor Name: CITY OF ISSAQUAH

COB License #:

JDE Vendor Number: 37361

UBI #: 179000314

Is this vendor an independent contractor? Yes

Contractor's License #:

Contract Terms:

Original Effective Date: 01/01/2011

End Date: indefinite

Funding approved through 123116

Subject To: No Renewal

Related Contract Information:

Is this an amendment/change order/renewal? No

Council Approval:

Does this contract require council approval? Yes

Council Award Date: Sched. for 12-6-10 **Council Action:** Resolution

Legislative #: 8171

Consent Calendar

Route:

Contracting Services:

W. Brown

In

Out

11-29-10

Information Technology:

Not Required

Legal:

J. Gillmore

11-29-10

11/30/10

Insurance Reviewed By:

Jeanne Nicolai

12-01-10

12-7-10

Department Director:

David Carney, CMO

Contracting Services:

W. Brown

15

15

Return To:

Diane Carlson

City Clerk's Office:

Selection Method:

Selection Method: Interlocal/MOU

Budget Information:

Line #	Description	GL Date	Account #	Subtotal	Tax	Total
1	Issaquah Jail Services	01/01/2011	31660-551700-2360	\$1,625,964.00	No	\$1,625,964.00

\$ 3,444,427.00 = 3,444,427.00

Additional Comments:

1) Duration of contract is indefinite, but can be terminated at any time by giving written notice (see Section 4 of Agreement). The duration will be determined by what combination of options the City decides to use for jail services. These options and possible combinations are described in the attached agenda memo dated 10-25-10: "Options for Jail Services Beyond 2010 and Amendment to Interlocal Agreement between King County and the City of Bellevue for Jail Services" 2) The amount budgeted for the MOU is for 15 beds for the years 2011 - 2013²⁰¹⁶ and is derived from Tables 1.9 and 1.10 of the attached agenda memo (\$513,456 in 2011, \$541,967 in 2012 & \$570,541 in 2013, for a total of \$1,625,964). ~~for more see~~

attached spreadsheet dated 12-3-10 as well as accompanying email correspondence.

CONTRACT REVIEW CRITERIA

Contract Title: CITY OF ISSAQUAH JAIL SERVICES **Vendor Name:** CITY OF ISSAQUAH

Dept. Contracting Services

- a) Does the Contract Routing/Approval Form and Contract have consistent information?
- b) Is the Contract Type and template appropriate for the services performed?
- c) Are the contract values (i.e aggregate values, yearly budget totals, taxable amounts, acct. numbers, etc.) accurate?
- d) Is the JDE vendor name and number accurate?
- NA** e) Does the Contractor have a Bellevue Business License? If not, date Tax Office was notified? _____
- f) Do the Contract Start/End Dates comply with current policies (maximum 4 years unless exception noted)? *no, but scheduled for council approval 12-6*
- NA** g) Is this an amendment or renewal? If so, are the original contract #'s and values indicated?
- NA** h) Has the Selection Method been explained in Additional Comments? Are results attached? *MOU*
- i) Is there an ordinance/resolution/motion for this contract? If so, is date and # noted? Is copy attached? *agenda memo attached*
- j) Does the contractor meet requirements of the Independent Contractor Threshold question?
- k) Is Attachment "A" (Scope of Work and/or Services) attached? *MOU*
- l) Is Attachment "B" (Insurance Requirements) attached?
- m) Are any additional riders required? If so, which one's? _____
- n) Does Insurer have a Best rating of A- or better?
- o) Is the Contractor identified as the insured?
- p) Does the Contractor have Commercial General Liability, Business Auto Liability, Worker's Compensation, and Employer's Liability/Stop Gap and special coverages as required?
- q) Are the policy expiration date(s) on the Certificate of Insurance current?
- r) Does the Contractor have a self-insured retention? Is it above \$50,000?
- s) Is the City listed as the Certificate Holder?
- t) Does the cancellation wording provide the City with 30 days notice?
- u) Is the Certificate signed?
- v) Is the City of Bellevue (& contracting partners) listed as an additional insured on the Certificate of Insurance? Is the additional insured status primary and non-contributory?
- NA** w) Is the contract exempt from paying Prevailing Wages? *yes* If not, are current Wage Rates attached in Attachment "C"?
- x) Does the Contractor have an open account with the Washington State Department of Revenue? *main sub*
- y) Are the Contractor's worker's compensation premiums current?
- z) Is the Contractor on the Federal Debarred Suspended List? *No*
- NA** aa) Does the vendor have an active Professional/Contractor License with the Washington State Department of Licensing?

Risk to Review

RISK MANAGEMENT:

- Are the Insurance Requirements (Attachment B) appropriate for Scope of Work? *No insurer - pool city*
- Does the Contractor's Certificate of Insurance comply with the requirements?
- Are there any Limitations of Liability clauses or other risk transfer language problems that shift risk back to the City? *No*
- Does the Hold Harmless clause include language referencing Title 51 releases? *No*