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SNOHOMISH COUNTY TREASURER

File Location

Vendor Name

SNOHOMISH COUNTY  
12/31/2016

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**Description:** 2011-2016 SNOHOMISH COUNTY JAIL AGREEMENT  
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CR# 47222 DATE 3-3-11 Loc INTRLEC-000

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INTERLOCAL AGREEMENT FOR JAIL SERVICES

THIS AGREEMENT is entered into by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (hereinafter COUNTY) and the City of BELLEVUE a municipal corporation of the State of Washington (hereinafter CITY).

NOW, THEREFORE, in accordance with the Interlocal Cooperation Act (Chapter 39.34 RCW) and the City and County Jails Act (Chapter 70.48 RCW), the COUNTY and CITY hereby agree as follows:

Section 1      Definitions

- A. The term "Jail" means a COUNTY operated facility primarily designed, staffed, and used for the housing of adults charged or convicted of a criminal offense; for the punishment, correction, and rehabilitation of offenders convicted of a criminal offense; or for confinement during a criminal investigation or for civil detention to enforce a court order. Upon the date of the execution of this Agreement, Jail includes the Snohomish County Main Jail and Community Corrections.
- B. The term "Book" means the act of registering, screening, and examining inmates for confinement in the Jail; inventorying and safekeeping inmates' personal property; maintaining all computerized records of arrest; performing warrant checks; and all other activities associated with processing an inmate for confinement.
- C. The term "CITY Inmate" means a person Booked or housed in the Jail for whom the CITY is a billable agency under the procedure set out in Section 6 of this Agreement.
- D. The term "COUNTY Inmate" means any person Booked or housed in the Jail who is not a CITY Inmate.
- E. The term "Bureau Chief" means the Corrections Bureau Chief, Snohomish County Sheriff's Office.
- F. The term "CITY Municipal Code" means the Municipal Code of the CITY of BELLEVUE and the Revised Code of Washington, as applicable.
- G. The term "CITY Municipal Court" means the Court of Limited Jurisdiction charged with hearing violations of the CITY Municipal Code, including any division of the King County District Court acting for the CITY via a service contract.
- H. The term "Cities" means collectively all cities that have executed Interlocal Agreements for Jail Services with the COUNTY in substantially the same form as this Agreement.

I. The term "Force Majeure" means war, civil unrest, and any natural event outside of the party's reasonable control, including fire, storm, flood, earthquake, or other act of nature.

J. The term "Business Day" means Monday through Friday, 8:00 a.m. until 5:00 p.m., excluding COUNTY recognized holidays.

K. The term "maximum allowable population level" means the greatest allowable number of inmates that can be held in the Jail in a safe, secure, and humane manner. The maximum allowable population level shall be determined by the Sheriff or his/her designee.

L. The term "fit for Jail" means that an inmate is medically able to be housed in jail and does not need medical attention that would require treatment at a hospital or other type of medical facility.

Section 2      Purpose

Under the authority of Chapter 70.48 RCW, the COUNTY maintains a Jail. The CITY from time-to-time desires to confine CITY Inmates in the Jail. In return for payment as specified in Section 9, the COUNTY agrees to furnish its facilities and personnel for confinement of CITY Inmates based on the rules and conditions set forth in this Agreement and any attachments thereto.

Section 3      Term

This Agreement shall be in effect from the date of signature and shall continue in effect until December 31, 2016, or until terminated by either party in accordance with Section 4, PROVIDED that the COUNTY'S obligations are contingent upon local legislative appropriation of necessary funds in accordance with applicable laws and the Snohomish County Charter.

Section 4      Termination

This Agreement may be terminated by either party for any reason at any time prior to its expiration upon ninety (90) calendar days prior written notice provided pursuant to Section 17 hereof. The notice shall state the grounds for termination and the specific plans for accommodation of the affected jail population.

Section 5      Population Level Limitation

A. In the event that the Jail's maximum allowable population level is reached, inmates who are confined on Snohomish County charges or commitments will have first priority for continued incarceration. In the event the inmates are required to leave the COUNTY Jail, out-of-county inmates shall be the first inmates removed by the booking

jurisdiction. When out-of-county inmates are removed, cities that have signed interlocal agreements for jail services with the COUNTY shall have their inmates removed last in the order those agreements were entered into. Every effort will be made to manage the average daily population (ADP), including booking restrictions as a method to lower the ADP. The Bureau Chief shall have final authority on ADP reduction measures and will provide at least thirty (30) days notice to the CITY to remove its inmates.

B. The maximum allowable CITY inmate population is fifteen (15) inmates per day, unless otherwise specified by the Bureau Chief.

#### Section 6 Placing CITY Inmates in Jail by Law Enforcement Personnel

Subject to the conditions stated herein, and the constraints listed in Section 5, the COUNTY will accept arrested persons delivered to the Jail for confinement, including persons arrested for, or convicted of, violations of the CITY Municipal Code and will hold them until such time as they are lawfully discharged from custody pursuant to law, or returned to the custody of the CITY.

A. The CITY law enforcement personnel will follow all Jail procedures when presenting arrested persons for Booking.

B. The Jail will not receive a person into custody until the law enforcement personnel having custody of the person provides the Jail with proper documentation of the Jail's legal basis to hold the person in custody. Proper documentation will consist of either an arrest warrant, the order of a court of competent jurisdiction, or a properly completed Notice of Arrest on the form provided by the court into which the person is being cited.

C. An arrested person will not be considered a CITY Inmate for purposes of this Agreement until transfer of custody is complete. Transfer of custody from CITY law enforcement personnel to the Jail will not occur until the Jail receives both the legal basis to hold the arrested person and has medically cleared the arrested person as "fit for Jail."

D. CITY Inmates shall be billable to the CITY when:

a. Inmate Status:

- i. The inmate is being held on violation of a misdemeanor or gross misdemeanor, on a warrant or court order issued by the CITY'S Municipal Court;
- ii. The inmate is not being held on any active COUNTY felony charge; and
- iii. The inmate is not a Federal Inmate who can be removed by the

Federal agency without regard to local charges.

b. Other

- i. The inmate is held for the CITY in accordance with section 6(D)(a); and
- ii. The inmate is also being held by the State for violation of the Offender Accountability Act and the CITY will not allow the State to move the inmate

E. CITY Inmates shall not be billable to the CITY when:

- a. The inmate receives a personal recognizance release, posts bail, or finishes serving a sentence on that charge;
- b. The charge is dismissed, nor filed, or otherwise withdrawn;
- c. The charge carries a consecutive sentence the inmate has not yet begun to serve; or
- d. The CITY cannot remove the inmate until other charges requiring the inmate's custody in Jail are satisfied.

Section 7      Walk In Commitments

A. Subject to the conditions stated herein, and the constraints listed in Section 5, the COUNTY will accept persons sentenced to a term of confinement to Jail by a CITY Municipal Court, including persons convicted of violations of the CITY Municipal Code and will hold them until such time as they are lawfully discharged from custody pursuant to law and the terms of the judicial Order of Commitment, or returned to the custody of the CITY.

B. A person reporting for commitment will not be accepted for Booking until the COUNTY receives a valid judicial Order of Commitment from the CITY Municipal Court and the Jail has medically cleared the person reporting for commitment as "fit for Jail."

C. A person reporting for commitment will not be considered a CITY Inmate for the purposes of this Agreement until the person is accepted for Booking. In the event that a person reporting for commitment is not accepted for Booking, the Jail will notify the CITY Municipal Court of the person's non-acceptance and the reason for the non-acceptance. Notification will occur on the same day if the non-acceptance occurs during a Business Day or on the following Business Day if the non-acceptance occurs after the end of a Business Day.

Section 8      Rules Relating to Inmates in Custody

- A. Persons convicted of violations of the CITY Municipal Code may earn early release time of up to one-third (1/3) of the total sentence as authorized by Chapter 9.94A RCW.
- B. Investigators directed by the defense counsel, CITY prosecutors or CITY police officers will have the right to interview CITY inmates inside the confines of the Jail, subject to necessary operational and security rules. Interview rooms will be made available on an equivalent basis to all jurisdictions with inmates in the Jail including County inmates.
- C. CITY Inmates will be in the complete charge of the COUNTY and subject to all applicable rules of the Jail, including any emergency security rules imposed by the Bureau Chief. It is expressly agreed by the CITY that visitation and telephone privileges of CITY inmates, if any, will be the same as COUNTY inmates and subject to applicable requirements of law.
- D. The Jail will be administered by the COUNTY in accordance with the rules and regulations of the COUNTY, COUNTY ordinances and in accordance with the rules and regulations of any agency of the State of Washington empowered to make rules governing the administration of COUNTY jails.
- E. CITY Inmates may be made inmate workers at the discretion of the COUNTY, and such inmates may be allowed by the COUNTY to work on public property.

Section 9      Fees

- A. The CITY will pay the COUNTY fees for services as follows:
- a. Booking Fee: A fee shall be assessed for the Booking of CITY Inmates by or on behalf of the CITY into the Jail. It is the only fee charged for inmates released within four (4) hours of Booking into the Jail.
  - b. Daily Maintenance Fee: A daily maintenance fee shall be assessed for each calendar day that a CITY Inmate is housed in the Jail. This fee shall not be charged for inmates released within four (4) hours of Booking.
  - c. Work Release Daily Fee: A work release daily maintenance fee shall be assessed for each calendar day that a CITY Inmate is housed in the Work Release facility.
  - d. In-Custody Work Crew Daily Fee: An in-custody work crew daily fee

shall be assessed for each calendar day that a CITY Inmate participates in the in-custody work crew program.

- e. Electronic Home Detention (EHD) Daily Fee: An electronic home detention daily fee shall be assessed for each calendar day that a CITY Inmate participates in the EHD program sponsored by the County.

B. The 2010 rates for the Booking Fee shall be ninety dollars (\$90) per Booking. The Daily Maintenance Fee shall be sixty-two dollars and fifty cents (\$62.50) per day for each housing day. The Work Release Daily Fee and the In-Custody Work Crew Daily Fee, which are in lieu of the Daily Maintenance Fee, shall be forty-two dollars (\$42) per day for each housing day. The EHD Daily Fee, which is also in lieu of the Daily Maintenance Fee, shall be sixteen dollars (\$16) per day.

C. The 2010 rates outlined in Section 9(B) will increase each calendar year during the term of this Agreement by a rate equal to ninety percent (90%) of the Bureau of Labor Statistics Consumer Price Index (Urban Wage Earners) for the Seattle-Tacoma-Bremerton area, measured from June of the prior year to June of the current year. In no event shall the increase be greater than three percent (3%) per calendar year.

D. The billing process calculates booking and daily inmate charges using proportional methodology. The process for proportional billing is described in Exhibit A and hereby incorporated by reference. If multiple jurisdictions have an open misdemeanor charge on an individual, the jurisdictions will share the cost as long as an open charge persists for that agency. A contract agency is billed for booking an individual for its misdemeanor charge or charges. If there are open charges with more than one contract agency, each agency will be billed in equal portions. The same process applies for determining the daily billing. When a contracting agency's charge is closed, that agency drops from the proportional billing process. The proportional billing is recalculated without that agency. If an agency has multiple open misdemeanor charges, the agency is only billed as one element of the proportional booking process, equal to all others with open misdemeanor charges. Additionally, there will be no partial days billed. The billing process looks at who is billable to whom each day and bills accordingly.

E. In July each year, the COUNTY will provide the CITY with rates for the following year by notice to the CITY, as provided in Section 17. The new fees will go into effect with the January billing of the following year.

F. Costs incurred for necessary medical services to CITY Inmates beyond routine medical examinations, tests, procedures and prescriptions will be borne by the CITY in addition to the basic rates set out in Section 9(B). If the inmate suffers an injury while in the custody of the Jail, the COUNTY will bear all expenses not covered by the inmate's health insurance and/or public assistance. The Custody or Medical Supervisor(s) on duty in the Jail is hereby granted the authority to seek necessary medical services for CITY

Inmates without consulting with CITY officials; PROVIDED, that when it appears that a CITY Inmate will incur unusual or substantial medical expenses due to illness, the COUNTY shall notify the CITY prior to seeking treatment, unless immediate treatment is required. If the Jail medical staff order immediate treatment, the COUNTY will notify the CITY as soon after the event as reasonably possible. The CITY and the COUNTY will comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and Snohomish County policies and procedures regarding HIPAA. The COUNTY will credit amounts received from the inmate's own health insurance and applicable public assistance before billing the CITY.

Section 10     First Appearance Video Court Hearings

Operation and fees associated with the CITY's use of the COUNTY's "Video Court" are described in Exhibit B, attached hereto and hereby incorporated by this reference.

Section 11     Transport

- A.     The CITY agrees to be responsible for inmate transportation to and from the Jail for Court, except as identified in Exhibit B, First Appearance Video Court Hearings.
  
- B.     The COUNTY will be responsible for transportation and guarding of CITY Inmates to and from medical facilities when the Jail Medical Supervisor has determined that such treatment is necessary under Section 9(F). The CITY will furnish all other transportation of CITY Inmates.

Section 12     Method of Payment & Billing Dispute Resolution Procedure

- A.     The COUNTY shall transmit billings to the CITY monthly. Within thirty (30) days after receipt, the CITY shall pay the full amount billed.
  
- B.     Payments from the CITY shall clearly indicate that the payment is for Jail services and the period covered by the payment.
  
- C.     If CITY disputes amounts billed ("Disputed Billing"), the CITY will provide the COUNTY with documentation for all alleged discrepancies. The COUNTY will respond to any alleged discrepancies within fifteen (15) working days of receipt of documentation. Credits for resolved discrepancies will be reflected on next billing cycle. The COUNTY will notify the CITY of all unresolved discrepancies.
  
- D.     Withholding of any undisputed amount billed or alleging that any party is in violation of any provision of this Agreement shall constitute a dispute, which shall be resolved as follows:
  - a.     The Bureau Chief and CITY Police Chief or their designees shall attempt

to resolve the dispute by negotiation. If such negotiation is unsuccessful, the dispute shall be appealed to the City Manager of the CITY or his/her designee and the COUNTY Executive for settlement. If not resolved within thirty (30) days of referral, the City Manager of the CITY or his/her designee and the COUNTY Executive may by mutual written consent 1) apply to the Presiding Judge of the Snohomish County Superior Court for appointment of an arbitrator whose decision shall be final and binding on both parties, OR 2) the parties may select an arbitrator from a list obtained from the American Arbitration Association with the parties using the striking method to select the arbitrator. Each party shall pay one-half of any arbitration fees.

b. Any amount Disputed Billing withheld by the CITY, which is determined to be owed to the COUNTY pursuant to the dispute resolution procedure described herein, shall be paid by the CITY within thirty (30) days of the date of the negotiated resolution or arbitration determination.

E. Any undisputed billing amount not paid by the CITY within forty-five (45) days of receipt of the billing, and any amounts found to be owing to the COUNTY as a result of the billing dispute resolution procedure that are not paid within thirty (30) days of resolution, shall be conclusively established as a lawful debt owed to the COUNTY by the CITY, shall be binding on the parties and shall not be subject to legal question either directly or collaterally. This provision shall not limit a CITY's ability to challenge or dispute any billings that have been paid by the CITY.

F. If the CITY fails to pay an undisputed billing within forty-five (45) days of receipt, the COUNTY will notify the CITY of its failure to pay and the CITY shall have ten (10) days to cure non-payment. In the event the CITY fails to cure its nonpayment, the CITY shall be deemed to have waived its right to house CITY Inmates in the Jail and, at the COUNTY's request, will remove all CITY Inmates already housed in the Jail within thirty (30) days. Thereafter, the COUNTY, at its sole discretion, will accept no further CITY Inmates until all outstanding bills are paid.

G. The COUNTY may charge an interest rate equal to the interest rate on the monthly COUNTY investment earnings on any undisputed billing amount not paid by the CITY within forty-five (45) days of receipt of the billing, and any amounts found to be owing to the COUNTY as a result of the billing dispute resolution procedure.

H. Each party may examine the other's books and records to verify charges. If an examination reveals an improper charge, the next billing statement will be adjusted appropriately.

I. Notwithstanding Section 16 A' "formalities" requirement, the parties are authorized to extend any time contained in Section 12 by mutual written agreement.

Section 13     Indemnification

A.     The COUNTY shall indemnify and hold harmless the CITY and its officers, agents, and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses, including attorney's fees, and damages of any nature whatsoever, by reason of or arising out of any negligent action or omission, tortious actions, or civil rights violations under State or Federal law of the COUNTY, its officers, agents, and employees, or any of them related to the confinement of a City Inmate or other services provided under this Agreement.     In the event that any suit based upon such a claim, action, loss, or damage is brought against the CITY, the COUNTY shall defend the same at its sole cost and expense; provided, that, the CITY retains the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against the CITY and its officers, agents, and employees, or any of them, or jointly against the CITY and the COUNTY and their respective officers, agents, and employees, or any of them, the COUNTY shall satisfy the same.

B.     The CITY shall indemnify and hold harmless the COUNTY and its officers, agents, and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses, including attorney's fees, and damages of any nature whatsoever, by reason of or arising out of any negligent act or omission, tortious actions, or civil rights violations under State or Federal law of the CITY, its officers, agents, and employees, or any of them related to the arrest or confinement of a CITY Inmate. In the event that any suit based upon such a claim, action, loss, or damage is brought against the COUNTY, the CITY shall defend the same at its sole cost and expense; provided that the COUNTY retains the right to participate in said suit if any principle of governmental or public laws is involved; and if final judgment be rendered against the COUNTY, and its officers, agents, and employees, or any of them, or jointly against the COUNTY and the CITY and their respective officers, agents, and employees, or any of them, the CITY shall satisfy the same.

C.     In the event of the concurrent negligence, tortious action, or civil rights violations of the parties, the COUNTY's and the CITY's obligations hereunder shall apply to the percentage of fault attributable to the COUNTY and CITY or the COUNTY's and CITY's agents, employees, or officials respectively.

D.     The foregoing indemnity is specifically and expressly intended to constitute a waiver of each party's indemnity under Washington's Industrial Insurance act, Title 51 RCW, as respects the other party only, and only to the extent necessary to provide a full and complete indemnity of claims made by the parties' employees.     The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

E.     In executing this Agreement, the COUNTY does not assume liability or responsibility for or in any way release the CITY from any liability or responsibility,

which arises in whole or in part from the existence or effect of the CITY Municipal Code, rule, or regulations. If any cause, claim, suit, action, or administrative proceeding is commenced in which the enforceability and/or validity of any such CITY Municipal Code, rule or regulation is at issue, the CITY shall defend the same at its sole expense and if judgment is entered or damages are awarded against the CITY, the COUNTY, or both, the CITY shall satisfy the same, including all chargeable costs and attorney's fees.

F. The terms of Section 13 shall survive the termination or expiration of this Agreement.

#### Section 14 Non-waiver of Rights

Except as provided in subsections 13(D), no waiver of any right under this Agreement shall be effective unless made in writing and signed by an authorized representative of the party to be bound thereby. Failure to insist upon full performance of any one or several occasions does not constitute consent to or waiver of any later non-performance nor does payment of a billing or continued performance after notice of a deficiency in performance constitute an acquiescence thereto. The parties are entitled to all remedies in law or equity.

#### Section 15 No Creation of or Expansion of Duty to Supervise; No Partnership or Joint Venture

A. Nothing in this Agreement shall be construed as creating, modifying, or expanding any duty on the part of the COUNTY. By agreeing to provide the Community Corrections Programs described herein to the CITY, the COUNTY is not agreeing to any supervision of CITY inmates except as specifically provided herein. Nothing in this Agreement shall be interpreted as a delegation by the CITY, the CITY Municipal Court or the CITY Municipal Court's probation department to the COUNTY of its duty of supervision.

B. Nothing in this Agreement shall be construed to render the parties partners or joint ventures.

#### Section 16 Modification / Amendment

A. All provisions of this Agreement may be modified and amended with the mutual written consent of the parties. This Agreement may not be modified orally. Modification must be accomplished with the same formalities as are required for execution of this Agreement.

B. The CITY and COUNTY may elect, by mutual agreement, to reopen negotiations for the express purpose of changing the CITY's agreed upon maximum allowable inmate population in the following calendar year. If the CITY and COUNTY are not able to come to an agreement on a change in the agreed upon number of inmate days, the current

year's agreed upon number of inmate days shall remain the same in the following year.

C. In the event of a change in State law or a ruling from a precedent setting court that significantly impacts the incarceration of CITY Inmates, the COUNTY and the CITY may reopen negotiations to amend the agreed upon number of inmate days used in the current year and following year.

Section 17    Notices

A. All notices required by this Agreement to be given to the COUNTY shall be made in writing and personally delivered or sent by certified mail to the Bureau Chief.

B. All notices required by this Agreement to be given to the CITY shall be made in writing and personally delivered or sent by certified mail to the City Manager of the CITY or his designee.

Section 18    Entire Agreement

A. This Agreement represents the entire understanding of the parties and supersedes any oral representations that are inconsistent with or modify its terms and conditions.

B. Nothing in this Agreement shall limit the ability of the COUNTY to contract with other entities at different rates or terms.

Section 19    Force Majeure

In the event either party's performance of any of the provisions of this Agreement become impossible due to Force Majeure, that party will be excused from performing such obligations until such time as the Force Majeure event has ended and all facilities and operations have been repaired and/or restored.

Section 20    Severability

If any provision of this Agreement is found to be invalid or contrary to law, the remainder of this Agreement shall not be affected thereby.

Section 21    Filing

Pursuant to Chapter 39.34 RCW, a copy of this Agreement as fully executed shall be filed by the COUNTY with the County Auditor and by the CITY with the City Clerk.

IN WITNESS WHEREOF, the COUNTY and the CITY have executed this Agreement by subscribing their names as follows:

SNOHOMISH COUNTY

CITY OF BELLEVUE

  
\_\_\_\_\_  
Aaron Reardon                      PETER B. CAMP  
COUNTY EXECUTIVE                      Executive Director                      *for*  
Date 2/17/11

  
\_\_\_\_\_  
Steve Sarkozy                      Date 2/17/11  
City Manager                      LITTO & PILEO  
CITY CLERK OF POLICE

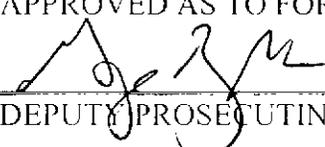
ATTEST:

  
\_\_\_\_\_  
Cora E. Palmer                      Date 2/17/11

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Stina D. Windsor                      Date 12/15/10  
Senior Attorney

APPROVED AS TO FORM:

  
\_\_\_\_\_  
DEPUTY PROSECUTING ATTORNEY                      Date 1/20/11

COUNCIL USE ONLY  
Approved: 2.16.11  
Docfile: D-9

## EXHIBIT A PROPORTIONATE BILLING

Each day the COUNTY shall examine the open charges for each active booking and apply uniform rules for determining billable charges and identifying the billable agencies.

The procedure for selecting the billable charges and responsible agencies is outlined below. The program proceeds in sequence through the series of steps only as far as needed to isolate a billable charge and determine the agency responsible for payment.

1. Select all felony charges. If there is more than one, go to Rule #2. If there is a felony but no State DOC hold, do not bill. If there are no felony charges, go to Rule #5.
2. Select the Arresting Agency or DOC-Parole-Olympia. If there is no other arresting agency charges, determine if charge is State DOC and bill accordingly.
3. If there is a State DOC hold and additional local charges (Snohomish County or contracting cities; felony, misdemeanor, or gross misdemeanor) do not bill.
4. If there is a State DOC hold and non local additional charges (from other county and municipal agencies not contracting services with Snohomish County), bill State DOC.
5. Select all open misdemeanor charges. Bill the arresting agency. If there are open charges with more than one contract agency, go to Rule #6.
6. If there are open misdemeanor charges with multiple contract agencies, bill each agency in equal portion (e.g., two agencies 50/50). If an agency has multiple open misdemeanor charges, the agency is only billed as one element of the proportional booking process, equal to all others with open misdemeanor charges.

**Example: If municipal agency A has one open misdemeanor and municipal agency B has two open misdemeanor charges at the same time, each agency is billed for 50% of the day.**

7. When an agency's charge is closed, that agency drops from the proportional billing process. The proportional billing is recalculated without that agency.

**Example: Municipal agency A has one open misdemeanor and municipal agency B has an open misdemeanor charge. Municipal agency B's charge is closed. Agency A is billed for 100% from then on.**

8. When there is a Snohomish County misdemeanor charge and contract agency misdemeanor charge, the County is billed its proportional share.

**EXHIBIT B**  
**FIRST APPEARANCE VIDEO COURT HEARINGS**

Section 1      Definitions

The term "Video Court" shall include, by way of example but not by way of limitation, the following types of services: use of County video camera(s), audio technology, and the video courtroom facility, the scheduling of inmates for video court, the moving of inmates to and from video court, the processing of court paperwork, and the faxing of court paperwork to and from the City's municipal court for signatures.

Section 2      Use of Video Court

The COUNTY will provide use of its video courtroom to the CITY at a mutually agreed upon schedule and time. The County's Video Court operates Monday through Friday, and the initially agreed upon reserved time slot for CITY use of the video court is 15:30 to 16:00 daily or some other mutually agreeable time.

Section 3      Video Court Fee

- A. The CITY agrees to pay one hundred twenty-five dollars (\$125.00) per hour for use of Video Court. The hourly rate shall be rounded to the nearest 15 minute interval. If the use of the Video Court is eight (8) minutes or less, the time interval shall round down; if the use is greater than eight (8) minutes, the interval shall round up.
- B. The COUNTY will bill the CITY for Video Court services rendered each month by adding a separate column to the CITY's invoice labeled "Video Court."

Section 4      Video Court Operations

A. Video Court operations between the COUNTY and the King County District Court shall be governed by a set of standard operating procedures to be developed jointly between the COUNTY, the CITY, and the King County District Court.

Section 5      Transportation to First Appearance Hearings In Lieu of Video Court

- A. In the event of a technical problem with Video Court that the COUNTY or CITY is unable to repair in a timely manner, the COUNTY agrees to provide Transport Services for City inmates to the appropriate court for first appearance before a judge if Transport Services are requested by the CITY.
- B. Due to non-operation of video court on Saturdays, the COUNTY also agrees to provide "Transport Services" for CITY inmates on Saturdays to the appropriate Court as

determined by the CITY at the proper time for the CITY's first appearance calendar in that Court if Transport Services are requested by the CITY.

C. "Transport Services," =described in this Section 5 of Exhibit B, will be paid for by the CITY at a rate of seventy-five dollars (\$75.00) per hour, when Transport Service only requires one custody deputy. If, however, Transport Services require two custody deputies, the City will be billed at a rate of one hundred twenty-five (\$125.00) per hour. The hourly rate, regardless of the dollar amount, shall be rounded to the nearest fifteen (15) minute interval. If the time is eight (8) minutes or less, the time interval shall round back; if the time is greater than eight (8) minutes, the interval shall round forward. Time shall be calculated from the time the transport leaves the COUNTY jail sallie port until the time the transport returns to the COUNTY jail sallie port. In all cases the COUNTY will have the sole responsibility to determine the number of custody deputies needed to complete the transport.

D. The COUNTY will bill the City Transport Services rendered each month by adding a separate column to the CITY's invoice labeled "First Appearance Hearing Transport."

**EXHIBIT C**  
**COMMUNITY CORRECTIONS OPTIONS**

Section 1      Definitions

A. "Community Corrections Program" means alternative sentencing programs offered by the COUNTY to the CITY pursuant to this Agreement, including Electronic Home Detention with Electronic Home Monitoring, Work Education Release, and Work Crews. The Community Corrections Programs are more fully defined and described in Section 2 of this Exhibit. "Community Corrections Program" or "Program" means any one of the Community Corrections Programs.

B. "Electronic Home Detention" or "EHD" means that Community Corrections program described in Section 3 of this Exhibit.

C. "Jail Services Agreement" means that interlocal agreement dated Feb. 16, 2011, between the CITY and the COUNTY for the provision of services at the COUNTY Jail.

D. "Work Crew In Custody" or "WC In Custody" means that Community Corrections Program described in Section 3(A) of Exhibit C.

E. "Work Crew Out of Custody" or "WC Out of Custody" means that Community Corrections Program described in Section 3(B) of Exhibit C.

F. "Work Crews" means both Work Crew In Custody and Work Crew Out of Custody.

G. "Work Education Release" or "WER" means that Community Corrections Program described in Section 3 of Exhibit C.

Section 2      Purpose

A. The CITY from time to time desires to confine CITY Inmates in the COUNTY Jail. The purpose of this Agreement is to make a wider variety of sentencing options available to the CITY, which has contracted with the COUNTY for Jail services.

B. In addition to Jail services provided to the CITY pursuant to this Agreement, and subject to availability, the COUNTY will make available to the CITY the following Community Corrections Programs:

- a. Electronic Home Detention;
- b. Work Education Release; and
- c. Work Crew – In Custody.

Section 3      Eligibility and Acceptance into Community Corrections Programs

A.      CITY inmates held in the custody of the COUNTY may serve their time in a Community Corrections Program if Program services are available and if all of the following requirements are met:

- a.      The CITY Inmate has been prescreened by the COUNTY for the purpose of assisting the court in its decision related to sentencing the offender to a Community Corrections alternative or confinement in the County Jail.
- b.      The COUNTY has found that the CITY Inmate meets all statutory and Program Eligibility Requirements; and
- c.      The CITY Inmate has been ordered into the Program by the CITY's Municipal Court.

B.      CITY Inmates not held in the custody of the COUNTY may also serve their time in a Community Corrections Program if all of the above requirements are met.

C.      Additionally, if a CITY Inmate who is sentenced to secure confinement meets the requirements set forth in Section 3(A) of this Exhibit, the CITY Inmate may be classified as a Minimum Security Resident (MSR) and relocated as authorized by Title 5 Snohomish County Code (SCC).

D.      If a CITY Inmate is sentenced or otherwise ordered into a Community Corrections Program by a court or courts on charges from multiple jurisdictions, the CITY will be billed for its fractional share (based on the number of jurisdictions) of the Program charges, PROVIDED, HOWEVER, that the COUNTY may refuse Community Correction Program admission for a CITY Inmate if any of those multiple jurisdictions (other than the COUNTY) have not entered into an agreement in substantially the same form as this Agreement. For purposes of this subsection only, the COUNTY will be considered the financially responsible jurisdiction for all State agency-filed misdemeanor and gross misdemeanor charges.

Section 4      Transfers of CITY Inmates into the Community Corrections Program

A. A CITY inmate meeting the eligibility requirements set forth in Section 3(A) of this Exhibit may be transferred into the Community Corrections Program effective on the date agreed to by the CITY and the COUNTY in the following manner:

- a. A CITY Inmate already in COUNTY custody will be transferred to the Community Corrections Program by the COUNTY; and
- b. A CITY Inmate not in COUNTY custody on the effective date of his or her

transfer to the Community Corrections Program shall be transferred to the Community Corrections Program (1) by the CITY if the inmate is then in CITY custody or (2) by the CITY Inmate's presenting himself or herself to the COUNTY, in either case on the date and at the time and place agreed to by the CITY and the COUNTY.

Section 5      Termination of CITY Inmate from Community Corrections Program

- A. Once a CITY inmate is taken into a Community Corrections Program, the inmate shall remain in the Community Corrections Program for the remainder of his or her term of confinement, unless:
  - a. The CITY Municipal Court orders the CITY inmate terminated from the Program or otherwise amends its earlier order;
  - b. The CITY inmate is no longer eligible for, and is terminated by the COUNTY from, the Community Corrections Program. The termination decision shall be made by the COUNTY, in its sole discretion, and is not subject to review. An inmate who was previously eligible may be found ineligible to continue in a Community Corrections Program either (1) because of actions of the CITY inmate while within the Community Corrections Program (including but not limited to violation of rules established by the COUNTY or new criminal conviction) or (2) due to newly discovered information which, if known to the COUNTY during initial screening, would have rendered the inmate ineligible on either statutory or Community Correction Program grounds.
- B. A CITY Inmate who is terminated by the COUNTY from a Community Correction Program shall:
  - a. If the CITY inmate is in the physical custody of the COUNTY by virtue of his or her participation in a Community Corrections Program, be taken into custody by the COUNTY and transported to the COUNTY Jail to serve the remainder of his or her term of confinement; or
  - b. If the CITY inmate is not in the physical custody of the COUNTY by virtue of his or her participation in a Community Corrections Program, become the immediate responsibility of the CITY for all purposes including, but not limited to, the duty to apprehend.
- C. If the participation of a CITY Inmate in a Community Corrections Program is terminated by the COUNTY pursuant to Section 5(A)(b) of this Exhibit, the COUNTY shall notify the CITY and the CITY Municipal Court in writing within twenty-four (24) hours following the termination. Upon termination, the CITY shall be responsible for notifying the CITY Municipal Court and, if appropriate,

seeking revision of the CITY Municipal Court's order. The COUNTY will contact the CITY Law Enforcement agency to notify them of the violation.

- D. In the event that a CITY Inmate is terminated from a Community Corrections Program and is transferred to the COUNTY Jail pursuant to Section 5(B)(a) of this Exhibit, the CITY shall be billed for the day in which the transfer occurs pursuant to this Agreement.
  
- E. In addition to fees charged to the CITY pursuant to this Agreement, the COUNTY may also charge CITY Inmates directly for daily monitoring costs (as noted in the vendor contract) associated with their participation in a Community Corrections Program, i.e., for EHD and if applicable work release charges, at the same rate and under the same circumstances as COUNTY inmates are charged.

ORIGINAL

CITY OF BELLEVUE, WASHINGTON

RESOLUTION NO. 8171

A RESOLUTION authorizing the execution of four agreements or amendments to agreements with King County, City of Issaquah, Snohomish County and Yakima County as provided below respectively to house a portion of Bellevue's misdemeanor inmates.

THE CITY COUNCIL OF THE CITY OF BELLEVUE, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The City Manager or his designee is hereby authorized to execute the below agreements or amendments to agreements (substantially in the same form as those agreements in the Council office):

- 1) A second amendment to the Interlocal Agreement with King County for the housing of a portion of Bellevue inmates in the King County Jail through 2016 to modify the rate setting methodology for 2011, a copy of which agreement has been given Clerk's Receiving No. 47079.
- 2) An Agreement with the City of Issaquah for jail services for a guaranteed 15 beds commencing from January 1, 2011 (indefinite duration with 90-day notice of termination), a copy of which agreement has been given Clerk's Receiving No. 46987.
- 3) An Agreement with Snohomish County for housing a portion of Bellevue inmates in the Snohomish County Jail from January 1, 2011 through December 31, 2016 on a space available as needed basis, a copy of which agreement has been given Clerk's Receiving No. 47222.
- 4) An Agreement with Yakima County for housing a portion of Bellevue inmates in the Yakima County jail from January 1, 2011 through December 31, 2011 on a space available as needed basis, a copy of which agreement has been given Clerk's Receiving No. 47078.

ORIGINAL

2409-RES  
12/2/2010

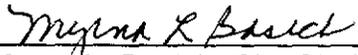
Passed by the City Council this 6th day of December, 2010,  
and signed in authentication of its passage this 6th day of December,  
2010.

(SEAL)



Don Davidson, DDS  
Mayor

Attest:

  
\_\_\_\_\_  
Myrna L. Basich, City Clerk



CR# 47222 Date: 3-3-11 PO # & Loc: 1050494-000  
*Res 8171*

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

### Contract Routing Form

**Current Contract Information:**

**Contract Title:**

Snohomish County Jail Agreement

**Contract Description:**

ILA to house Bellevue inmates at Snohomish Co. jail on space available basis starting in 2011-2

**Total Contract Value:** \$1,830,780.62 ✓

**This Amendment Value:**

**Maximo User:** No

**Department:**

Police - 593

**Contract Manager:**

Randy Hall

**Contract Type:**

Interlocal Agreement (ILA)

**Contract Form:**

Vendor contract document

**Budget Expenditure:**

Expenditure Contract - Sufficient Funds

**Vendor Information:**

**Is this a new vendor?** Yes

**Vendor Name:**

Snohomish County

**JDE Vendor Number:** 199631

**Is this vendor an independent contractor?**

Yes

**Tax ID #:**

**COB License #:**

**UBI #:**

**Contractor's License #:**

**Contract Terms:**

**Original Effective Date:** 01/01/2011 ✓ **End Date:** 12/31/2016 **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:** 12/6/2010 **Council Action:** **Legislative #:** 8171 - Resolution

**Route:**

	<u>In</u>	<u>Out</u>
Contracting Services: <u>Wendi Brown</u>		12-9-10
Information Technology: <u>Not Required</u>		
Legal: <u>[Signature]</u>	12-9-10	12/15/10
Insurance Reviewed By: <u>[Signature]</u>	12-16-10	12/16/10
Department Director: <u>[Signature]</u>	12/16/10	12/16/10
Contracting Services: <u>Chris Kelly for Lisa Brown</u>	<b>Received</b>	12/17/10

DEC 17 REC'D

Contracting Services

CONTRACT REVIEW CRITERIA PO # 1050494-000

Contract Title: Snohomish County Jail Agre... Vendor Name: Snohomish County

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)? *to be confirmed applicator*
- 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? *IA*
- i) Is there an ordinance/resolution/motion for this contract? If so, is date and # noted? Is copy attached? *✓*
- j) Does the contractor meet requirements of the Independent Contractor Threshold question?
- k) Is Attachment "A" (Scope of Work and/or Services) attached? *agreement*
- 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? 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? *mini-subdivision*
- y) Are the Contractor's worker's compensation premiums current?
- NA  z) Is the Contractor on the Federal Debarred Suspended List?
- NA  aa) Does the vendor have an active Professional/Contractor License with the Washington State Department of Licensing?

Fix to review

RISK MANAGEMENT:

- Are the Insurance Requirements (Attachment B) appropriate for Scope of Work?
- 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? *yes*

*No insur. requirements*

PO #1050494-000

**Selection Method:**

Selection Method: Interlocal/MOU

**Budget Information:**

Line #	Description	GL Date	Account #	Subtotal	Tax	Total
1	Snohomish Co J...	01/01/2...	31660-551900-23...	\$1,830,780....	No	\$1,830,780.62

**Additional Comments:**

Please see attached spreadsheet dated 12-3-10 and email correspondence between Charles Bolanos, Diane Carlson, Randy Hall and Carl Krikorian calculating total costs to house Bellevue inmates at Snohomish Co. jail at \$1,830,780.62 for 2011 - 2016 Also see 12-6-10 Council Agenda Memo for additional background information (attachments to 12-6 agenda memo include 10-25-10 Study Session memo and draft resolution #8171).

as the Contract Termination Date.

Face Sheet

Date: \_\_\_\_\_

Scan Date: \_\_\_\_\_

Index Date: \_\_\_\_\_