

Council Meeting Date: October 10, 2005

Agenda Item: 7(d)

**CITY COUNCIL AGENDA ITEM**  
**CITY OF SHORELINE, WASHINGTON**

**AGENDA TITLE:** Memorandum of Understanding for Jail Services with the City of Issaquah  
**DEPARTMENT:** City Manager's Office  
**PRESENTED BY:** Bernard Seeger, City Manager's Office

**PROBLEM/ISSUE STATEMENT.** The City is required to find alternative arrangements for the temporary holding of prisoners with the Yakima jail as their final destination, due to the recent termination of its agreement with the City of Renton.

**INTRODUCTION/BACKGROUND**

Currently, prisoners who are to serve sentences in Yakima must be assembled at the City of Renton jail facility where Yakima jail personnel run buses to and from to transport to their facility. In a policy change from the City of Renton, they have decided to give greater priority to south King County cities versus north King County. Given this, the City's contract with Renton has been terminated and a new facility is needed for the staging of Yakima bound prisoners.

The City of Issaquah is a listed "assembly stop" for the Yakima prisoner transportation program and has sufficient space for the City's inmates who are Yakima bound. Furthermore, the City of Issaquah charges a lower maintenance bed day rate than Renton i.e. \$60/day versus \$64/day. Lastly, the travel time between King County and Renton and King County and Issaquah is almost identical, therefore there would be no change in travel demands by the Police department's transport officers.

**FINANCIAL IMPACT.** Savings will be created by this new arrangement but we expect them to be minimal, approximately \$1000/year, given the low average daily prisoner use currently found with Renton.

**RECOMMENDATION.** Staff recommends that the City Council authorize the City Manager to enter into a contract for jail services with the City of Issaquah beginning October 11, 2005.

Approved By: City Manager  City Attorney 

**CITY OF ISSAQUAH AND CITY OF SHORELINE  
MEMORANDUM OF UNDERSTANDING**

**This Memorandum of Understanding** is dated for reference purposes this 5th day of October 2005, or upon the first day of jail occupancy by the City of Shoreline, and is agreed to by and between the City of Shoreline; 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 violation of City ordinances. Issaquah shall be responsible for the prisoner from the time the prisoner is screened and accepted into 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 **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.

2.3 **Price.** Issaquah will bill the City the sum of \$60.00 per day, per prisoner for booking and incarceration.

2.4 **Billing.** Issaquah shall submit to City a monthly accounting of prisoners booked and incarcerated in the previous month, along with an invoice for payment.

2.5 **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 thirty (30) days from the date of receipt of said written notice.

2.6 **Compliance with regulations.** Issaquah shall maintain its jail facilities in compliance with all state and federal regulations. Issaquah shall supply City with a copy of their jail regulations.

- 2.7 **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 check with the City when determining the need for medication of any prisoner brought to Issaquah for incarceration under this Agreement.
- 2.8 **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
- 2.9 **Prisoner Transportation.** Issaquah will provide transportation of City prisoners to and from arraignments or first appearances at the Issaquah District Court only. Issaquah will bill the City \$35.00 per hour per inmate for this service. Issaquah will not provide transportation to or from any other corrections facilities or any other court appearances.

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

- 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 **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.
- 3.3 **Price.** City shall pay Issaquah the sum of \$60.00 per day, per prisoner for booking and incarceration.
- 3.4 **Billing.** City shall promptly remit payment for said services
- 3.5 **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. City's membership in the Washington Cities Insurance Authority will fulfill the provisions of the above insurance policy requirement.
- 3.6 **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.

3.7 **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. The City shall provide 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.

3.8 **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 thirty (30) days from the date of receipt of said written notice.

CITY OF SHORELINE

CITY OF ISSAQUAH

\_\_\_\_\_  
David Draveling,  
Chief of Police

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**Approved as to form:**

*Nauman P. Cohen*  
**Shoreline City Attorney**