

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF MAPLE VALLEY AND THE CITY OF KENT FOR
JAIL SERVICES**

THIS AGREEMENT is made and entered into by and between the City of Maple Valley (“Maple Valley”), a municipal corporation in the State of Washington and the City of Kent (“Kent”), a municipal corporation in the state of Washington, collectively the (“Parties”).

WHEREAS, this Agreement is made under the authority of the Interlocal Cooperation Act, Ch. 39.34 RCW; and

WHEREAS, the City of Maple Valley incorporated on August 31, 1997; and

WHEREAS, pursuant to state law, Maple Valley is responsible for the incarceration of defendants held pending resolution of misdemeanor cases and upon conviction for misdemeanor crimes committed in Maple Valley (“Maple Valley Inmates”); and

WHEREAS, Maple Valley does not own a facility suitable for incarcerating Maple Valley Inmates; and

WHEREAS, Kent, which is located in King County, operates a municipal corrections facility known as the Kent Corrections Facility (“KCF”); and

WHEREAS, Kent is willing to provide for the housing of Maple Valley Inmates pursuant to this Agreement;

NOW, THEREFORE, in consideration of the terms and conditions set forth below, it is mutually agreed by and between Maple Valley and Kent as follows:

1. Purpose of Agreement. The purpose of this Agreement is to provide for the incarceration of Maple Valley Inmates at the KCF; to establish the services that Kent will provide pursuant to the incarceration of Maple Valley Inmates as well as the responsibilities of Maple Valley; and to set forth the fees to be paid by Maple Valley for such services.

2. Maple Valley Inmate – Defined. A Maple Valley Inmate shall be a person 18 years of age or older who is arrested for, charged with, or convicted of a misdemeanor offense committed in the city limits of Maple Valley.

3. Jail Services Provided. The KCF shall provide the jail services enumerated in Section 3.1 for Maple Valley Inmates. The KCF, through its personnel, shall provide jail services enumerated herein to Maple Valley at the same level as the KCF provides services to Kent inmates.

3.1. Guaranteed Space. The KCF shall provide Maple Valley with space for two

Maple Valley Inmates for each day that this Agreement is effective. These two spaces shall be referred to as Guaranteed Space. This Guaranteed Space shall be reserved only for Maple Valley Inmates as that term is defined in this Agreement. Maple Valley shall pay for the Guaranteed Space whether or not the Guaranteed Space is occupied by Maple Valley Inmates. Guaranteed Space shall include bed space on the hard-side of the jail, or participation in electronic home monitoring or another KCF program.

3.2 Additional Space. The KCF may have additional jail space, beyond that reserved pursuant to the Guaranteed Space, available depending on its jail population, which fluctuates on an hourly basis (“Additional Space”). In the event that Maple Valley brings a Maple Valley Inmate to the KCF for processing when the Guaranteed Space is occupied, it will be presumed that Maple Valley is requesting Additional Space, and additional space shall be made available at the discretion of the KCF. In the event that Additional Space is made available, such Additional Space shall be paid for at the rate provided for in Section 4.2.b of this Agreement. In the event that Additional Space is not made available, Maple Valley shall be solely responsible for making other arrangements for the incarceration of the Maple Valley Inmate. Additional Space shall be considered occupied if a Maple Valley Inmate occupies a bed at the KCF, is on electronic home monitoring, or occupies another KCF program.

3.3 Notification of Number of Inmates. KCF shall inform Maple Valley, via facsimile or other electronic transmission sent Monday through Friday, the Maple Valley court list, which will list all suspects arrested through the Maple Valley system as well as KCF’s current disposition of those persons. This notification shall not be used to form the basis for reconciling funds owed to Kent, as it is recognized that the number of Maple Valley inmates may fluctuate throughout the day.

3.4 Jail Services. Maple Valley Inmates shall be subject to the same terms and conditions of confinement as Kent inmates, and shall be subject to the same policies and procedures applicable to Kent inmates.

3.5 Corrections Officer Present at Trials. When Maple Valley holds a trial at the Kent Municipal Court, Maple Valley will use its best efforts to have a police officer sit with a Maple Valley inmate in the courtroom when trial is in session; however, when Maple Valley is unable to have an officer present, KFC will provide a corrections officer to sit with the Maple Valley inmate.

3.6 Programs – Incarceration Alternatives. Subject to KCF policies and procedures, Maple Valley Inmates shall have the same opportunities as Kent inmates to participate in alternative programs such as but not limited to electronic home monitoring, work release, and work crew. A Maple Valley Inmate participating in a program shall count as a Maple Valley Inmate occupying Guaranteed Space, or if there are more than two Maple Valley Inmates, Additional Space.

3.7 Medical Services and Medications. Maple Valley Inmates shall receive the same level of medical care, and medications under the same circumstances, as Kent inmates. Medical

care and medications which are provided by Occupational Health Services (“OHS”) staff on contract with the KCF and at the KCF shall be included in the cost of incarceration.

Any medical care deemed, at the discretion of KCF or OHS staff, necessary for the proper care of a Maple Valley Inmate, but which is provided to a Maple Valley Inmate at a location other than KCF, or by medical staff other than OHS staff on contract with KCF, shall be an additional cost to Maple Valley, and Maple Valley shall be responsible for payment of such medical care costs. At each billing cycle, the city will invoice Maple Valley for the cost of any Maple Valley inmate medical care incurred during a billing period and will provide copies of medical invoices upon request. For example, and not by way of limitation, in the event a Maple Valley Inmate must be transported to a medical facility for treatment, Kent will bill Maple Valley the total cost of that inmate’s medical treatment at the medical facility. Maple Valley shall then fully reimburse Kent for that medical treatment, and Kent shall not be responsible for any part of the cost. When a medical bill is received, KCF will attempt to seek a reduction of the medical bill by the medical provider; provided, nothing herein shall be interpreted to relieve Maple Valley of the full responsibility to reimburse Kent for Kent’s payment of such bill.

The parties recognize that some inmates have extraordinary medical care needs and that the KCF is not well equipped or funded to provide for extraordinary medical needs. In the event KCF staff determines that due to the expense or complexity of an inmate’s medical needs that the KCF is not in a position to provide medical care for the inmate, KCF staff shall issue a medical temporary release, that is consistent with the standards of release for the KCF as approved and adopted by Maple Valley, including a follow-up court date.

3.8 Booking of Ill or Injured Maple Valley Inmates. It is recognized that the KCF is not well equipped to handle inmates with major medical emergencies or needs. Maple Valley shall endeavor to find an alternative to booking Maple Valley Inmates with major medical emergencies or needs at the KCF.

3.9 Medical Transportation Costs. Reimbursement for all actual costs incurred by Kent when transporting Maple Valley Inmates to medical facilities and for supervising Maple Valley Inmates during medical appointments or procedures (for example, inmates who are at a high risk of reoffending and ineligible for a medical temporary release (TR) pursuant to the adopted standards of release) are Maple Valley’s sole responsibility and shall not be included in the payment for Guaranteed Space. At each billing cycle, the city will invoice Maple Valley for the cost of any Maple Valley inmate medical transportation costs, including supervision costs, incurred during a billing period.

3.10 Transporting Maple Valley Inmates to Court or Other Jail facilities. Maple Valley shall arrange for the transport of Maple Valley Inmates to all court appearances and to other jails as necessary. Kent shall not be responsible for transporting Maple Valley Inmates to court or other jails; provided, at the sole discretion of the KCF, the KCF staff may transport a Maple Valley Inmate to the Kent Municipal Court, and in such case, Maple Valley shall not be charged for such transport.

3.11 Video Court Services. KCF shall make available the KCF library and video link between the KCF and the Kent Court in order to facilitate video hearings by the Maple Valley Court for Maple Valley Inmates incarcerated at the KCF. The scheduling of video link usage shall be mutually agreed upon by Kent and Maple Valley.

3.12 Confidential Meeting Space for Maple Valley Inmates and Defense Counsel. KCF shall make space available for Maple Valley Inmates to meet confidentially with private counsel and indigent defense counsel in order to provide inmates with the effective assistance of counsel.

3.13 Release of Maple Valley Inmates. KCF shall release Maple Valley Inmates pursuant to a signed order from the Maple Valley Court Judge or duly appointed Maple Valley Judge Pro Tem. KCF shall accept the Maple Valley Judge's orders sent via facsimile or other form of electronic transmission to the KCF.

3.14 Use of Electronic Home Monitoring Contractor for Maple Valley Defendants not Incarcerated in the KCF Permitted. Nothing in this Agreement shall be interpreted to limit the authority of a Maple Valley judge from ordering or permitting a Maple Valley defendant that is not in the custody or control of KCF to use a provider of electronic home monitoring services other than the service provided by the KCF as a condition of a sentence or pre-trial release. However, if a Maple Valley inmate is sentenced to a term of confinement in the KCF, that inmate shall be subject to the rules, policies and procedures of the KCF. KCF, at its sole discretion and subject to the policies and procedures of the KCF, will determine whether an inmate will serve his or her time on the KCF's electronic home monitoring program. The Maple Valley judge shall not have the authority to designate a particular electronic home monitoring program for any Maple Valley inmate once the Maple Valley inmate is in the custody or control of the KCF.

3.15 Work Crew May Work in Maple Valley. At the discretion of the KCF, and subject to available resources and scheduling, the KCF work crew may perform work within the city limits of Maple Valley. The availability of the work crew cannot be guaranteed. Prior to the work crew performing work in Maple Valley, Maple Valley shall make a request, in writing, for the services of the Work Crew. It shall be within the sole discretion of the KCF to determine whether the work requested can be performed by the work crew, whether the resources exist to allow the work crew to perform the work, and whether the schedule of the work crew program is such that the work crew can be made available for the work.

4. Fees. In consideration of the services enumerated in Section 3 of this Agreement, the Parties agree to the fees and charges below. In order to provide clarity to the Parties, Exhibit A has been attached to describe the below application of inmate fees for Guaranteed and Additional Space.

4.1. Fixed Fee for Guaranteed Space. Maple Valley shall pay for Guaranteed Space, as that phrase is described elsewhere in this Agreement, at a rate of \$220.00 per day (\$80,300.00

per year). This fixed fee for guaranteed space shall be paid regardless of whether the Guaranteed Space is occupied or not.

4.2 Variable Fees for Booking and Additional Space. Maple Valley shall pay the following for booking and Additional Space as that phrase is defined in Section 4.2.b of this Agreement:

a. Fees for Booking. Kent shall invoice Maple Valley for booking fees in the amount of \$35.00 per booking. For the purposes of this section, “booking” shall mean each instance in which a Maple Valley Inmate is booked into the jail after a period in which he or she was not subject to confinement or participating in a jail program. Maple Valley Inmates who are transported for a court hearing and then transported back to the KCF at the conclusion of the hearing will not be considered booked when readmitted to the KCF. Inmates who return to the KCF on their own free will after a temporary release or medical release shall not be considered booked when readmitted to the KCF.

b. Additional Space - Daily Rate. The daily rate for Additional Space for each additional Maple Valley Inmate who occupies the KCF over and above the Guaranteed Space shall be \$20.00 per day for inmates on electronic home monitoring, and \$135.00 per day for occupied beds or participation in programs other than electronic home monitoring. A full day shall be charged for any Maple Valley Inmate who occupies Additional Space for any period of a day. For example, and not by limitation, a Maple Valley Inmate who is booked into the KCF on Monday at 9:00 p.m., and released the following Tuesday at 1:00 pm shall be deemed to have spent two days in the KCF, and the cost of the daily rate shall be 2 X \$135.00, for a total of \$270.00.

4.3 Cost Inflator. On January 1, 2016, and on January 1 of each year thereafter that this Agreement is in effect, including any year in which this Agreement is extended, the fees set forth in Section 4.1 and 4.2 shall be subject to an annual inflator in an amount equal to the Seattle-Tacoma-Bremerton CPI-W for June of the preceding year; provided, in the event the Seattle-Tacoma-Bremerton CPI-W for June of the preceding year is a negative number, the fees set forth in Section 4.1 shall not be reduced.

5. Billing and Payment. Maple Valley shall reimburse Kent for the fixed and variable fees as well as other costs described in this Agreement upon receipt of an invoice delivered no less than quarterly. The invoice shall be sent to Maple Valley at the address provided herein. A copy of the invoice shall be sent to the Maple Valley judge. The bill shall identify the Maple Valley Inmates who occupied the KCF during the quarter by name, as well as the number of days each Maple Valley Inmate occupied jail space. The bill shall also provide the booking date and inmate name for any booking fee charged, and shall describe all other fees being invoiced by the date, description and breakdown of the fee. Maple Valley shall pay to Kent the amounts invoiced within 30 days of receipt of such bill. The failure of Kent to invoice Maple Valley for fees or costs shall not relieve Maple Valley of the responsibility for paying any fees or other costs as required by this Agreement.

The parties may agree in writing to an alternate method or timing for invoicing and payment.

6. Effective Date - Duration. This Agreement shall be in effect from January 1, 2015 until January 1, 2018. An extension to this Agreement is open to negotiation by both parties if the City of Maple Valley, in writing, requests negotiations to take place. This notification by the City of Maple Valley must be submitted to the City of Kent by July 15, 2017. Any negotiated extension will require legislative approval by each City's Council.

7. Termination - Notice.

7.1. Termination without Breach. Should either party desire to terminate this Agreement absent a breach, a notice of termination, in writing, shall be provided to the other party by July 1 of any given year in which this Agreement is effective. In no event shall a notice of intent to terminate without a breach contain an effective date of termination prior to January 1 of any given year.

7.2. Termination for Breach. In the event a party is in material breach of this Agreement, the breaching party shall be provided with written notice 30 calendar days to cure the breach, and if that party fails to do so, this Agreement may be terminated by written notice issued by the non-breaching party.

8. Financing. There shall be no financing of any joint or cooperative undertaking pursuant to this Agreement, except as set forth herein. There shall be no budget maintained for any joint or cooperative undertaking pursuant to this Agreement.

9. Property. This Agreement does not provide for the acquisition, holding or disposal of real or personal property.

10. Joint Administrative Board. No separate legal or administrative entity is created by this Agreement. To the extent necessary, this Agreement shall be administered by the City Attorney for Maple Valley or his/her designee, and the City Attorney for Kent or his/her designee.

11. Indemnification.

11.1. Kent shall indemnify and hold harmless Maple Valley and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any act or omission of Kent, its officers, agents, and employees, or any of them relating to or arising out of the performance of this contract. In the event that any suit based upon such a claim, action, loss, or damage is brought against Maple Valley, Kent shall defend the same at its sole cost and expense, provided that Maple Valley retains the right to participate in said suit; and if final judgment be rendered against Maple Valley, and its officers, agents, and employees, or any of them, or jointly against Maple Valley and Kent and their respective officers, agents, and employees, or any of them, the parties shall apportion any damages between them according to the proportionate amount of fault as set forth in the judgment.

11.2. Maple Valley shall indemnify and hold harmless Kent and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any act or omission of Maple Valley, its officers, agents, and employees, or any of them relating to or arising out of the performance of this contract. In the event that any suit based upon such a claim, action, loss, or damage is brought against the Kent, Maple Valley shall defend the same at its sole cost and expense; provided that Kent retains the right to participate in said; and if final judgment be rendered against Kent, and its officers, agents, and employees, or any of them, or jointly against Kent and Maple Valley and their respective officers, agents, and employees, or any of them, the parties shall apportion any damages between them according to the proportionate amount of fault as set forth in the judgment.

11.3. The provisions of this Section shall survive termination of this Agreement.

12. Entire Agreement. This Agreement constitutes the entire Agreement between the parties hereto and no other Agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or bind any of the parties hereto. Either party may request amendments to this Agreement. Proposed amendments which are mutually agreed upon shall be incorporated by written amendment hereto.

13. Notices. Notices shall be sent to the following addresses:

City Manager
City of Maple Valley
P.O. Box 320
Maple Valley, WA 98038

Mayor
City of Kent
220 Fourth Ave S
Kent, WA 98032

With a copy to:

With a copy to:

City Attorney

City Attorney

14. Attorney's Fees. Each party shall be responsible for its own attorney and legal fees in any legal proceeding brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement.

15. Severability.

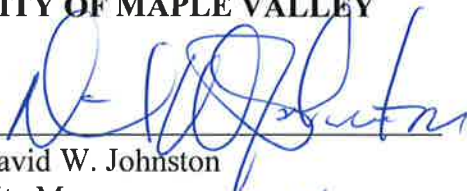
15.1. If, for any reason, any part, term or provision of this Agreement is held by a court of competent jurisdiction to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

15.2. If it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be

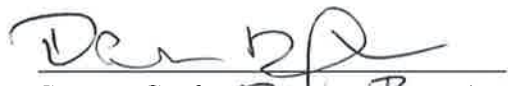
deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed.

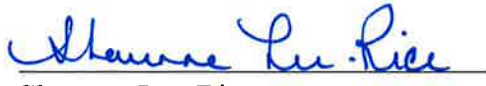
CITY OF MAPLE VALLEY


David W. Johnston
City Manager
Dated: 12/11/2014


CITY OF KENT


~~Suzette Cooke~~ Dana Boyd
Mayor ~~pro tem~~
Dated: _____


ATTEST:


Shaunna Lee-Rice
City Clerk
Dated: 12/19/2014


ATTEST:


Ronald F. Moore
City Clerk
Dated: 12-18-14

Approved as to Form:


Patricia Taraday
City Attorney
Dated: 12-11-14

Approved as to Form:


Tom Brubaker
City Attorney
Dated: 12/16/14

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Attachments: Exhibit "A"

Authorizing Resolution No. R-14-1012

EXHIBIT A

Guaranteed Space, Additional Space, Electronic Home Monitoring ("EHM") and Program Charges Explained

Note: These scenarios do not include applicable booking charges or other charges called for in the Agreement.

- Standard Daily Rates:
 - Hard-side bed per inmate per day \$220.00
 - Program slot per inmate per day \$135.00
 - EHM per inmate per day \$ 20.00

- One and Two Inmate Scenarios:
 - 1 Inmate. Inmate occupies either a hard-side bed, a program slot, or EHM. Maple Valley is charged the \$220.00 guaranteed space rate.
 - 2 Inmates. One inmate occupies a hard-side bed, and one occupies a program slot. Maple Valley is charged the \$220.00 guaranteed space rate.
 - 2 Inmates. One inmate occupies a programs slot, and one occupies an EHM slot. Maple Valley is charged the \$220.00 guaranteed space rate.
 - 2 Inmates. Both inmates occupy program slots. Maple Valley is charged the \$220.00 guaranteed space rate.
 - 2 Inmates. Both inmates occupy EHM slots. Maple Valley is charged the \$220.00 guaranteed space rate.

- Three or More Inmate Scenarios
 - 3 Inmates. All inmates occupy hard-side beds. Maple Valley is charged the \$220.00 guaranteed space rate, plus \$135.00 for each day the 3rd bed is occupied.
 - 3 Inmates. Two inmates occupy hard-side beds and one occupies EHM. Maple Valley is charged the \$220.00 guaranteed space rate plus \$20.00 for each day the 3rd inmate is on EHM.
 - 3 Inmates. One inmate occupies a hard-side bed, one inmate occupies a program slot, and one inmate is on EHM. Maple Valley is charged the \$220.00 guaranteed space rate plus \$20.00 for each day the 3rd inmate is on EHM.
 - 4 Inmates. Two inmates occupy hard-side beds and two inmates occupy program slots. Maple Valley is charged the \$220.00 guaranteed space rate, plus \$270.00 for each day the 3rd and 4th inmates occupy program slots.
 - 4 Inmates. Two inmates occupy hard-side beds, one inmate occupies a program slot, and one inmate is on EHM. Maple Valley is charged the \$220.00 guaranteed space rate, plus \$135.00 for each day the 3rd inmate occupies a program slot, plus \$20.00 for each day the 3rd inmate is on EHM.