

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF ENUMCLAW AND THE CITY OF MAPLE VALLEY
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 Enumclaw, 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, Maple Valley has entered into an Interlocal Agreement with the City of Kent in King County, Washington, for the provision of incarceration of Maple Valley Inmates within the Kent Corrections Facility (“KCF”); and

WHEREAS, Enumclaw operates a municipal corrections facility known as the Enumclaw Corrections Facility; and

WHEREAS, Enumclaw is willing to provide for the housing of Maple Valley Inmate’s pursuant to the terms of this Agreement;

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

1. **PURPOSE OF AGREEMENT.** The purpose of this Agreement is to provide for the incarceration of Maple Valley Inmates at the ECF in those instances when the KCF does not have the capacity to allow for the incarceration of a Maple Valley Inmate and for those Maple Valley Inmates who have been sentenced to incarceration for 30-days or more; to establish the services that Enumclaw 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 AVAILABILITY.** Enumclaw authorizes Maple Valley to use the ECF for the confinement of Maple Valley Inmates, subject to available space. Enumclaw will notify Maple Valley of jail occupancy status when contacted by Maple Valley prior to booking. Inmate bed space is offered on an as available basis.
4. **COMPENSATION.** Maple Valley agrees to compensate Enumclaw for the use of ECF as follows:
 - (a) Rates. Maple Valley shall pay Enumclaw the sum of Sixty and no/100 Dollars (\$60.00) per prisoner per 24-hour period calculated from the initial booking time (or any portion of a 24-hour period). Enumclaw shall not charge a separate booking fee in addition to the agreed upon rates. Should Maple Valley Inmates

participate in alternative programs such as electronic home monitoring (EHM), Maple Valley will not be subject to the \$60.00 bed rate, but instead shall pay the EHM rate established by the Court.

(b) **Billing and payment.** Enumclaw shall provide Maple Valley an itemized bill each month for all costs associated with housing Maple Valley Inmates during each 30-day period. In each monthly bill, Enumclaw shall identify the name of the Maple Valley Inmate housed in the ECF the case/citation number associated with each inmate housed, the number of days housed (including the date of booking and date of release), and the dollar amount due. Enumclaw agrees to provide said bill to Maple Valley by the 10th of each month. Maple Valley agrees to make payment to Enumclaw within thirty (30) days of receipt of such bill for the amount billed for the previous calendar month.

5. DURATION OF INMATE STAY/TYPES OF INMATES

At the time a person is presented to the Enumclaw Jail for booking by a Maple Valley officer, the Enumclaw corrections staff will determine whether the suspect and/or inmate will be accepted for booking. Enumclaw reserves the right, in its sole discretion, to not accept persons injured, extremely ill, or exhibiting behavior that presents an obvious danger to the staff or other inmates. In the event an inmate is not accepted for booking, Enumclaw shall provide written notice (email is acceptable) to the Maple Valley Police Department indicating why the booking was declined.

(a) **Duration of Inmate Stay.** The parties agree that the maximum length of stay per inmate, including pre-and post-trial, may not exceed 365 consecutive calendar days per misdemeanor sentence.

(b) **Types of Inmates accepted by Enumclaw Jail.** Maple Valley may not book violent felons into the Enumclaw Jail. "Violent felon" is defined as any person being held for suspicion, warrant, or arrest for any felony crime against a person. Maple Valley may book nonviolent felons for a one-night stay provided that Maple Valley transports any such nonviolent felons the following day to another jail facility.

(c) **Collection of insurance information.** Enumclaw agrees to collect medical insurance information from inmates when they are booked into the Enumclaw Jail pursuant to RCW 70.48.130.

6. RIGHT OF INSPECTION

Maple Valley shall have the right to inspect, at all reasonable times, all of the Enumclaw Jail in which Maple Valley inmates are confined in order to determine if such jail maintains standards of confinement acceptable to Maple Valley and that such inmates therein are treated equally regardless of age, race, religion, color, creed, national origin, sexual orientation or gender identity, or the presence of any sensory, mental or physical disability or any other basis protected under local, state or federal laws and regulations; provided, however, that Enumclaw shall be obligated to manage, maintain and operate its facilities consistent with all applicable federal, state and local laws and regulations.

7. FURLOUGHS, PASSES, AND WORK RELEASE

Enumclaw agrees that no early releases or alternatives to incarceration, including furloughs, passes, work crews, electronic home detention, or work release shall be granted to any inmate housed pursuant to this Agreement without written authorization by the committing court. Maple Valley inmates shall have the same opportunities as Enumclaw inmates to participate in alternative programs such as but not limited to electronic home monitoring, work release and work crew.

8. INMATE ACCOUNTS AND VALUABLES

(a) Enumclaw shall establish and maintain, and is solely responsible for, an account for each inmate received from Maple Valley and shall credit to such account all money which is received and shall make disbursements, debiting such accounts in accurate amounts for the inmate's personal needs. Disbursements shall be made in limited amounts as are reasonably necessary for personal maintenance. At either the termination of this Agreement, the inmate's death, or return to either Maple Valley or indefinite release to the court, the inmate's money shall be transferred to the inmate's account in care of Maple Valley. Upon release from incarceration, Enumclaw shall return any remaining money to the inmate.

(b) Enumclaw shall receive and store property for Maple Valley inmates. The property shall fit in a property bag such as a paper grocery bag or small clear plastic bag.

9. RESPONSIBILITY FOR OFFENDER'S CUSTODY

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

10. CONFIDENTIAL MEETING SPACE FOR MAPLE VALLEY INMATES AND DEFENSE COUNSEL. ECF shall make space available for Maple Valley Inmates to meet confidentially with private counsel or indigent defense counsel in order to provide inmates with the effective assistance of counsel.

11. MEDICAL SERVICES. Maple Valley Inmates shall receive the same level of medical care, and medications under the same circumstances, as Enumclaw inmates. Medical care and medications which are provided by Enumclaw Jail Staff ("EJS") shall be included in the cost of incarceration.

Any medical care deemed, at the discretion of ECF or EJS 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 ECF, or by medical staff other than EJS staff on contract with ECF, shall be an additional cost to Maple Valley, and Maple Valley shall be responsible for payment of such costs to the provider of such medical care. For example, and not by way of limitation, in the event a Maple Valley Inmate must be transported to a medical facility for treatment, the cost of medical treatment at the medical facility shall be a cost paid solely by Maple Valley, and Enumclaw shall not be responsible for any part of the cost. Any bills or requests for payment of such costs shall be delivered to Maple Valley for payment or settlement.

The parties recognize that some inmates have extraordinary medical care needs and that the ECF is not well equipped or funded to provide for extraordinary medical needs. In the event ECF staff determines that due to the expense or complexity of an inmate's medical needs that the ECF is not in a position to provide medical care for the inmate, ECF staff shall notify the Maple Valley Court Judge and/or the Maple Valley Prosecutor. Upon such notification, the Maple Valley Court Judge and/or Maple Valley Prosecutor shall find an alternative location to incarcerate the Maple Valley Inmate or an alternative to incarceration. Alternatively, the Maple Valley Judge shall consider a medical temporary release of the Maple Valley Inmate. In the event ECF staff notifies the Maple Valley Court Judge and/or the Maple Valley Prosecutor and the Maple Valley Inmate remains in custody, Maple Valley shall be responsible for the costs of the medical care of the Maple Valley Inmate.

If inmates held on Maple Valley charges are transported to a local hospital facility, the short term security of said inmates shall be the responsibility of the City of Enumclaw. Short term security is defined as less than three (3) hours.

12. DISCIPLINE

Enumclaw shall have physical control over and power to execute disciplinary authority over all Maple Valley Inmates. However, nothing contained herein shall be construed to authorize or permit the imposition of a type of discipline prohibited by the Laws of the State of Washington.

13. RECORDS AND REPORTS

Enumclaw shall keep all necessary and pertinent records concerning Maple Valley Inmates in the manner mutually agreed upon by the parties hereto. During an inmate's confinement in the Enumclaw Jail, Maple Valley shall upon request be entitled to receive and be furnished with copies of any report or record associated with said inmate(s) incarceration.

14. RELEASE OF MAPLE VALLEY INMATES

A Maple Valley Inmate legally confined in the Enumclaw Jail shall not be removed there from by any person without written authorization from Maple Valley or by order of any court having jurisdiction. Enumclaw agrees that no early releases or alternatives to incarceration, including furloughs, passes, work release, work crews or electronic home detention shall be granted to any inmate without written authorization from the committing court. This paragraph shall not apply to an emergency necessitating the immediate removal of the inmate for medical, dental, psychiatric treatment or other catastrophic condition presenting an imminent danger to the safety of the inmate or to other inmates or Enumclaw Jail personnel. In the event of any such emergency removal, Enumclaw shall inform Maple Valley of the whereabouts of the inmate or inmates so removed, at the earliest practicable time, and shall exercise all reasonable care for the safekeeping and custody of such inmate or inmates.

15. 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. Enumclaw shall not be responsible for transporting Maple Valley Inmates to court or other jails; provided, at the sole discretion of the ECF, the ECF 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.

16. ESCAPES

In the event any Maple Valley Inmate shall escape from Enumclaw's custody, Enumclaw will use all reasonable means to recapture the inmate. The escape shall be reported immediately to Maple Valley. Enumclaw shall have the primary responsibility for and authority to file escape charges and direct the pursuit and retaking of the inmate or inmates within its own jurisdiction. Any cost in connections therewith shall be chargeable to and borne by Enumclaw; however, Enumclaw shall not be required to expend unreasonable amounts to pursue and return inmates from other states or other countries.

17. DEATH OF AN INMATE

(a) In the event of the death of a Maple Valley Inmate, the King County Coroner shall be notified. Maple Valley shall receive copies of any records made at or in connection with such notification.

(b) Enumclaw shall immediately notify Maple Valley of the death of a Maple Valley Inmate, furnish information as requested and follow the instructions of Maple Valley with regard to the disposition of the body. The body shall not be released except on written order of the appropriate officials of Maple Valley. Written notice pertaining to the release shall be provided within three weekdays of receipt by Maple Valley of notice of such death. All expenses relative to any necessary preparation of the body and shipment charges shall be paid by Maple Valley. With Maple Valley's consent, Enumclaw may arrange for burial and all matters related or incidental thereto, and all such expenses shall be paid by Maple Valley. The provisions of this paragraph shall govern only the relations between or among the parties hereto and shall not affect the liability of any relative or other person for the disposition of the deceased or for any expenses connected therewith.

(c) Maple Valley shall receive a certified copy of the death certificate for any of its inmates who have died while in Enumclaw's custody.

18. REMOVING OF INMATES

Enumclaw reserves the right to refuse to accept a Maple Valley Inmate, not meeting the intake criteria outlined in part 3 above or refuse to continue to house an inmate if the inmate, in the opinion of Enumclaw personnel, has an illness or injury which may adversely affect Jail operations, presents a substantial risk of

escape, or is a threat to the safety or general welfare of Enumclaw personnel or other inmates. Should Enumclaw personnel refuse to continue to house an inmate for the reasons stated above, Maple Valley shall, at its expense, retake such inmate from the Enumclaw Jail within a reasonable amount of time allowing for the arrangement of a police officer and transportation to retake the inmate. In the event Enumclaw requests an inmate be removed, Enumclaw shall provide written notice (email is acceptable) to the Maple Valley Police Department indicating why Enumclaw requested removal of the inmate.

19. GOVERNING LAW

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

20. DURATION

This Agreement shall enter into full force and effect from January 1, 2015 until January 1, 2019; provided, this Agreement may be extended, in writing, for an additional three year term without further action of the legislative bodies of Enumclaw or Maple Valley.

21. TERMINATION

(a) By either party. This Agreement may be terminated by written notice from either party to the office of financial management and the other party delivered by regular mail to the contact person identified herein, provided that termination shall become effective ninety (90) days after receipt of such notice. Maple Valley agrees to remove any inmate(s) from the Enumclaw Jail by the close of said ninety (90) days notice period. Notice shall state the grounds for termination and the specific plan for accommodating the affected inmates.

(b) By Maple Valley due to lack of funding. The obligation of Maple Valley to pay Enumclaw under the provision of this Agreement beyond the close of the current fiscal year (December 31, 2015) is expressly made contingent upon the appropriation, budgeting availability of sufficient funds by Maple Valley. In the event that such funds are not budgeted, appropriated or otherwise made available for the purpose of payment under this Agreement at any time after December 31, 2015, then Maple Valley shall have the option of terminating the Agreement upon written notice to Enumclaw as provided in subsection 17(a), except that all services provided to that point shall be compensated at the agreed rate. The termination of this Agreement for this reason will not cause any penalty to be charged to Maple Valley.

(c) In the event of termination of this Agreement for any reason, Maple Valley shall compensate Enumclaw for inmates housed by Enumclaw after notice of such termination until Maple Valley retakes its inmates. Compensation shall be paid in the same manner and at the same rates set forth under Section 2, just as if this agreement had not been terminated.

22. HOLD HARMLESS AND INDEMNIFICATION

(a) Enumclaw will assume the liability for the custody and care of Maple Valley inmates once they are in the custody of Enumclaw.

(b) Enumclaw shall indemnify and hold Maple Valley, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses, costs, expenses, and damages of any nature whatsoever, by any reason of, or arising out of, any act or omission of Enumclaw, its officers, officials, employees and volunteers, 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, Enumclaw 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 Enumclaw 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.

(c) Enumclaw will assume no liability for the custody and care of Maple Valley inmates when they are not in the custody of Enumclaw. Maple Valley shall indemnify and hold harmless Enumclaw 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 Enumclaw, Maple Valley shall defend the same at its sole cost and expense; provided that Enumclaw retains the right to participate in said; and if final judgment be rendered against Enumclaw, and its officers, agents, and employees, or any of them, or jointly against Enumclaw 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.

(d) It is further specifically and expressly understood that the indemnification provided herein constitutes the parties' waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

(e) The provisions of this section shall survive the expiration or termination of this Agreement.

23. INSURANCE REQUIREMENTS

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

(b) Each party shall obtain and maintain throughout the term of this agreement coverage in the minimum liability limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate for its liability exposures, including commercial general liability, errors and omissions, automobile liability and police professional liability. Liability coverage shall be provided on an occurrence basis.

(c) The coverage evidenced in Section 20(b) may not be sufficient to cover all liability losses and related claim settlement expenses. Evidence of these limits of coverage does not relieve the City of Enumclaw from liability for losses and settlement expenses greater than these limits.

24. MISCELLANEOUS

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

(b) A copy of this agreement, once executed, will be filed with King County and Pierce County, as required by RCW 39.34.040.

(c) This Agreement replaces and supersedes all prior agreements between the Parties relating to jail services.

25. 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.

26. NOTICES

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

City of Enumclaw: City of Enumclaw
1705 Wells St.
Enumclaw, WA 98322

Contact Person: Jim Zoll, Chief of Police

City of Maple Valley: City of Maple Valley
22017 SE Wax Road, Suite 100
Maple Valley, WA 98038

R-15-1042

Contact Person: D.J. Nesel, Chief of Police

27. **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.

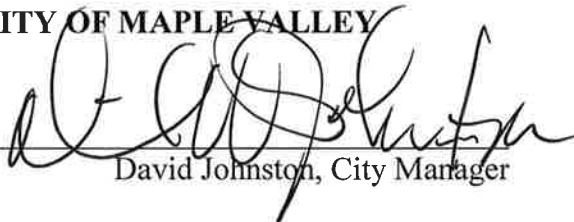
28. **SEVERABILITY.**

28.1. 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.

28.2. 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 above and foregoing Agreement has been executed in duplicate by the parties hereto and made effective on the day and year first above written:

CITY OF MAPLE VALLEY


David Johnston, City Manager


CITY OF ENUMCLAW


Liz Reynolds, Mayor

ATTEST:


Shauna Lee-Rice, City Clerk

ATTEST:


Maureen Burwell, City Clerk

Approved as to Form:


Patricia Taraday, City Attorney

Approved as to Form:


Mike Reynolds, City Attorney