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CITY OF DUVALL

INTERLOCAL AGREEMENT FOR JAIL SERVICES

i2011-21

THIS AGREEMENT is entered into by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (hereinafter COUNTY) and the City of Duvall, 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 "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.

B. The term "Bureau Chief" means the Corrections Bureau Chief, Snohomish County Sheriff's Office.

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

D. 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.

E. The term "CITY Inmate" means a person Booked or housed in the Jail for whom the CITY is a billable agency under the terms set forth in this Agreement.

F. The term "CITY Municipal Code" means the Municipal Code of the City of Duvall

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 COUNTY District Court acting for the CITY via a service contract.

H. The term "COUNTY Inmate" means any person Booked or housed in the Jail who is not a CITY Inmate.

I. The term "fit for Jail" means that an arrested person 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.

J. 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.

K. 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 all Community Corrections Programs for which CITY Inmates may be eligible pursuant to this Agreement.

L. The term "maximum allowable population level" means the greatest allowable number of CITY Inmates that can be held in the Jail in a safe, secure, and humane manner as stated in Section 5(B). The maximum allowable population level shall be determined solely by the Sheriff or his/her designee.

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 hereto.

Section 3 Term

This Agreement shall be in effect from the date of mutual 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 for the purpose of funding this Agreement 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 specific plans for accommodation of the affected jail population.

Section 5 Population Level Limitation

A. In the event that the cumulative maximum allowable population level is reached by all cities housing inmates at the Jail, inmates who are confined on Snohomish County

charges or commitments will have first priority for continued incarceration. In the event the COUNTY determines that CITY Inmates must be removed from the Jail, in order to maintain the Jail's cumulative maximum allowable population level, out-of-county CITY Inmates shall be the first inmates removed from the Jail. Out-of-county CITY Inmates will be removed in the reverse order that the interlocal agreements for jail services were entered into between the COUNTY and the out-of-county cities. 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 population level for the CITY is Duvall (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 following 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. The Jail will not receive a person into custody until the Jail has medically cleared the person as "fit for Jail."

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

1. The CITY 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; and

2. The inmate is not being held on any active COUNTY felony charge; and

3. The inmate is not a Federal Inmate who can be removed by the Federal agency

without regard to local charges; or when

4. The CITY 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 and 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:

1. The CITY Inmate receives a personal recognizance release, posts bail, or finishes serving a sentence on that charge;

2. The charge against the CITY Inmate is either dismissed, not filed, or otherwise withdrawn;

3. Charges, other than the CITY charges, that require the CITY Inmate's custody in Jail remain unsatisfied.

Section 7 Walk In Commitments

Subject to the following conditions, 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:

A. 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."

B. 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 CITY attorney 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.

C. CITY Inmates will be 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, regulations, and ordinances of the COUNTY 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 participate in Community Corrections Programs as detailed in Attachment C.

Section 9 Fees

A. The CITY will pay the COUNTY fees for services as follows:

1. 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.

2. 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.

B. The 2011 rates for the Booking and Daily Maintenance Fees shall be ninety dollars ($90) per Booking and sixty-two dollars and fifty cents ($62.50) per day for each housing day.

C. The 2011 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 Attachment 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 Attachment 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 Attachment B, First Appearance Video Court Hearings, or as otherwise agreed by separate written agreement of the parties.

B. The COUNTY will provide 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 unless otherwise agreed by separate written agreement of the parties.

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 the CITY disputes amounts billed, it has thirty (30) days following receipt of billing to notify the COUNTY of any alleged discrepancies calculating the amount the CITY owes the COUNTY. 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 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:

1. 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/Mayor of the CITY and the COUNTY Executive for settlement. If not resolved within thirty (30) days of referral, the City Manager/Mayor of the CITY 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) may invoke the procedures set out in RCW 39.34.180 (3) for binding arbitration. Each party shall pay one-half of any arbitration fees.

2. Any amount withheld from a billing, 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.

3. 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.

4. If the CITY fails to pay a 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 non-payment, 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 many 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.

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, 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 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, 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, rules, 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 by the authorized representative of the party to be bound thereby. Failure to insist upon full performance on 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 Jail services 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 venturers.

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 re-open negotiations for the express purpose of changing the CITY's agreed upon maximum allowable population level 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 maximum allowable population level, the current year's agreed upon maximum allowable population level 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 re-open negotiations to amend the agreed upon maximum allowable population level used in the current year and following year.

Section 17 Legal Requirements. Both parties shall comply with all applicable federal, state and local laws in performing this Agreement.

The CITY shall comply with the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC, which is incorporated herein by this reference. Execution of this contract constitutes a certification by the CITY of its compliance with the requirements of Chapter 2.460 SCC. If the CITY is found to have violated this provision, or furnished false or misleading information in an investigation or proceeding conducted pursuant to Chapter 2.460 SCC, this Agreement may be subject to a declaration of default and termination at the COUNTY's discretion. This provision shall not affect the CITY's obligations under other federal, state, or local laws against discrimination.

Section 18 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/Mayor of the CITY or his/her designee.

Section 19 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 20 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 21 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 22 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

for PETER B. CAMP
Executive Director

Aaron Reardon Date 11/14/11
COUNTY EXECUTIVE

CITY OF DUVALL

Print Name: Will Ibershor Date 10/4/11
MAYOR

COUNCIL USE ONLY
Approved: 11-07-11
Docfile: D-2

ATTEST:

Cora E. Palmer 11/14/11
Date

APPROVED AS TO FORM:

Print Name: Kari L. Sand Date 9/26/11
Asst. CITY ATTORNEY

APPROVED AS TO FORM ONLY:

9/2/11
Deputy Prosecuting Attorney Date

ATTACHMENT 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 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.

ATTACHMENT 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 their video courtroom to the CITY at a mutually agreed upon schedule and time. The County's video court operates Monday through Friday.

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

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 transport City inmates to the appropriate court for first appearance before a judge.

B. Due to non-operation of video court on Saturdays, the COUNTY also agrees to transport 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.

C. Transport services as described in this Attachment B will be paid for by the CITY at a rate of seventy-five dollars ($75.00) per hour. If however inmate transports to the City's municipal court for first appearance hearings need to be accomplished by two custody deputies instead of one, 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 for first appearance hearing transport services rendered each month by adding a separate column to the CITY's invoice labeled "First Appearance Hearing Transport."

ATTACHMENT C
COMMUNITY CORRECTIONS OPTIONS

Section 1 Definitions

A. "Community Corrections Programs" means alternative sentencing programs offered by the COUNTY to the CITY pursuant to this Agreement, including Electronic Home Detention, 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 the ability of a qualified inmate to serve their sentence at home while maintaining their employment and residence. EHD is accomplished through a number of devices including, a traditional radio frequency device, global positioning system, and an in-home alcohol monitoring. EHD includes in-home alcohol monitoring via a testing machine located at the offender's residence.

C. "Work Crew" means in-custody work crews that leave the facility to complete work at the direction of corrections personnel. The work may include but is not limited to road-side clean up, salmon habitat restoration, cleaning, and other manual labor jobs.

D. "Work Release" means the ability of a qualified inmate to serve his sentence at the Work Release facility but leave the facility to attend the inmate's job and then return to the facility when not at work.

Section 2 Eligibility and Acceptance into Community Corrections Programs

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 screened by the COUNTY and the COUNTY has found that the CITY Inmate meets all statutory and Program Eligibility Requirements; and

B. The CITY Inmate has been ordered into the Program by the CITY's Municipal Court.

Section 3 Transfers of CITY Inmates into the Community Corrections Program

A. The COUNTY will transfer a CITY Inmate meeting the eligibility requirements set forth in Section 2(A) of this Attachment into the Community Corrections Program effective on the date agreed to by the CITY and the COUNTY.

B. A person not in the County's custody may be transferred to the Program by the CITY if the person is then in CITY custody or (2) by the person reporting for commitment presenting himself or herself to the COUNTY, in either case on the date, time, and place agreed to by the CITY and the COUNTY.

Section 4 Fees

The Work Release Daily Fee and the Work Crew Daily Fee shall be forty-two dollars ($42) per day for each housing day, which are in lieu of the Daily Maintenance Fee required under the Section 9(A) of the Interlocal Agreement for Jail Services. The EHD Daily Fee, which is also in lieu of the Daily Maintenance Fee, shall be sixteen dollars ($16) per day.

If a CITY Inmate is participating in a Community Corrections Program 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 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, the COUNTY will be considered the financially responsible jurisdiction for all State agency-filed misdemeanor and gross misdemeanor charges.

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 Program for the remainder of his or her term of confinement, unless:

1. The CITY Municipal Court orders the CITY Inmate terminated from the Program or otherwise amends its earlier order;

2. The CITY Inmate is no longer eligible for, and is terminated by the COUNTY from the 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 found to be eligible may be found ineligible to continue in a Program either (1) because of actions by the inmate while within the Program (including but not limited to violation of rules established by the COUNTY or a 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 Program grounds.

B. A CITY Inmate who is terminated by the COUNTY from a Program shall

1. If then in the physical presence or custody of the COUNTY by virtue of his or her participation in a Program, be taken into custody by the COUNTY and transported to the COUNTY Jail to serve the remainder or his or her term of confinement; or

2. If not then in the physical presence or custody of the COUNTY by virtue of his or her participation in a Program, become the immediate responsibility of the CITY for all purposes including, but not limited to, 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)(2) of this Attachment, 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)(1) of this Exhibit, the CITY shall be billed for the day in which the transfer occurs pursuant to Section 9 of the Interlocal Agreement for Jail Services Agreement.

E. In the event that the CITY inmate is terminated from a Community Corrections Program on a day in which he or she has not received services pursuant to this Agreement, the COUNTY shall not bill the CITY for that day.

F. 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 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.