

**CITY OF ISSAQUAH AND CITY OF DUVALL
MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding is dated for reference purposes the 1st day of October 2006, or upon the first day of jail occupancy by the City of Duvall, and is agreed to by and between the City of Duvall; 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 **Minimum Beds Commitment.** Issaquah guarantees a minimum of 2 daily jail beds for City inmates.

2.3 **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 once the guaranteed beds are filled.

2.4 **Price.** Issaquah will bill the City the sum of \$65.00 per day, per prisoner for booking and incarceration. Beginning January 1, 2007, the sum of \$70 per day, per inmate bed.

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 **Indemnification to City.** Issaquah 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 or negligent act or omission by any officer, agent, or employee if Issaquah occurring subsequent to any claimant's entry into the

Issaquah booking room and during any claimant's incarceration in the Issaquah City Jail. In addition, Issaquah shall maintain a policy of liability insurance with limits of not less than \$1,000,000, naming the City as an additional insured thereon, provided, that the City shall accept a certificate from the WCIA certifying that the City is a member in good standing and has contractual indemnity coverage applicable to the requirements of this paragraph in fulfillment of insurance requirements.

- 2.6 **Compliance with regulations.** Issaquah shall maintain its jail facilities in compliance with all state and federal regulations. Issaquah shall supply the City with a copy of their jail regulations upon request.
- 2.7 **Medical Expenses.** Issaquah shall check with the designated official from the City, as soon as practical, before any non-routine medical or dental treatment is rendered beyond routine sick call. Issaquah shall be required to notify the City when determining the need for medication of any prisoner brought to Issaquah for incarceration under this agreement.
- 2.8 **Minimum Bed Commitment Fees.** Issaquah shall reconcile guaranteed bed commitment on a monthly basis. In the event the City does not meet the minimum bed commitments, Issaquah shall collect a fee equal to the guaranteed minimum bed stated in Section 3.2.

3. Obligations of the City of Duvall:

- 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 **Minimum Beds Commitment.** City shall receive and pay for a guaranteed minimum of 2 daily jail beds from Issaquah.
- 3.3 **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 beyond the minimum beds commitment stated in Section 3.2.
- 3.4 **Price.** City shall pay Issaquah the sum of \$65.00 per day, per prisoner for booking and incarceration. Beginning January 1, 2007, the sum of \$70 per day; per inmate bed.
- 3.5 **Minimum Beds Commitment Fees.** City agrees to pay for all guaranteed minimum beds stated in Section 3.2 whether the beds are used or not. City understands the fees are based on an average daily population reconciled on a monthly basis.
- 3.6 **Billing.** City shall promptly remit payment for said services.
- 3.7 **Indemnification to City.** The 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 the City. In addition, the City shall maintain a policy of liability insurance with limits of not less than \$1,000,000, naming Issaquah as an additional insured thereon, provided, that Issaquah shall accept a certificate from the WCIA certifying that the City is a member in good standing and has contractual

indemnity coverage applicable to the requirements of this paragraph in fulfillment of insurance requirements.

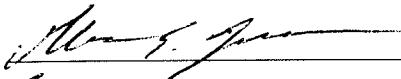
3.8 Compliance with regulations. City agrees to comply with the Issaquah jail regulations relating to the booking, confinement and discharge of prisoners, provided that it is City's duty to be aware of all pertinent regulations and amendments thereto.

3.9 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. 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.

3.10 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.

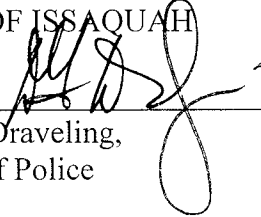
CITY OF DUVALL



GLENN MERRIMAN
CHIEF OF POLICE

Dated: 11/13/06

CITY OF ISSAQUAH



David Draveling,
Chief of Police

Dated: 11-20-06

END/