

**BOARD OF COUNTY COMMISSIONERS
COUNTY OF KITTITAS
STATE OF WASHINGTON**

RESOLUTION NO. 2010- 63

**A RESOLUTION AUTHORIZING INTERLOCAL AGREEMENT
BETWEEN SEATTLE MUNICIPAL COURT AND KITTITAS COUNTY, WASHINGTON,
FOR KITTITAS COUNTY SUPERVISING SEATTLE MUNICIPAL COURT INMATE
SANTINO DUT**

WHEREAS, RCW 39.34, the Interlocal Cooperation Act, provides the capability for public agencies to cooperate by providing services and facilities for mutual advantage; and

WHEREAS, Seattle Municipal Court is authorized by law to have custody of the City Inmates; and

WHEREAS, the Kittitas County Sheriff is authorized by law to have charge and custody of the County jail and the County prisoners; and

WHEREAS, Both parties wish to allow Kittitas County to supervise Seattle Municipal Court inmate Santino Dut, when allowed by the committing court and when the inmate is approved by the Kittitas County Sheriff's Office; and

WHEREAS, RCW 39.34 allows a local governmental agency to contract with another governmental agency to perform any governmental service, activity, or undertaking which is allowable under law; and

WHEREAS, the governing bodies of each of the parties hereto have determined to enter into this Agreement as authorized and provided for by RCW 39.34, 70.48 and other Washington law, as amended.

NOW, THEREFORE, BE IT RESOLVED AND HEREBY ORDERED, that the attached Interlocal Agreement between Kittitas County and Seattle Municipal Court be established for Kittitas County supervising Seattle Municipal Court Inmate Santino Dut.

ADOPTED this 1ST day of June 2010.

**BOARD OF COUNTY COMMISSIONERS
KITTITAS COUNTY, WASHINGTON**



Mark McClain, Chairman



Paul Jewell, Vice-Chairman



Alan Crankovich, Commissioner

APPROVED AS TO FORM:



Stephanie U. Happold,
Deputy Prosecuting Attorney
WSBA#38112


Julie A. Kjorsvik

**INTERLOCAL AGREEMENT BETWEEN SEATTLE MUNICIPAL COURT AND
KITITAS COUNTY, WASHINGTON, FOR KITITAS COUNTY SUPERVISING
SEATTLE MUNICIPAL COURT INMATE SANTINO DUT**

THIS Agreement is made and entered into on this 24th day of May, 2010 by and between Kittitas County, Washington, hereinafter referred to as "Kittitas County", and Seattle Municipal Court, each party having been duly organized and now existing under the laws of the State of Washington.

WITNESSETH:

WHEREAS, Seattle Municipal Court is authorized by law to have custody of the City inmates; and

WHEREAS, the Kittitas County Sheriff is authorized by law to have charge and custody of the County jail and the County prisoners; and

WHEREAS, Both parties wish to allow Kittitas County to supervise Seattle Municipal Court inmate Santino Dut, when allowed by the committing court and when the inmate is approved by the Kittitas County Sheriff's Office; and

WHEREAS, RCW 39.34 allows a local governmental agency to contract with another governmental agency to perform any governmental service, activity, or undertaking which is allowable under law; and

WHEREAS, the governing bodies of each of the parties hereto have determined to enter into this Agreement as authorized and provided for by RCW 39.34, 70.48, and other Washington law, as amended.

NOW, THEREFORE, in consideration of the above and foregoing recitals, the mutual promises and covenants herein contained, and for other good and valuable consideration, the parties hereto agree as follows:

1. 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 this Agreement.

2. DURATION

This Agreement shall enter into full force and effect once both parties have executed the Agreement and shall continue until inmate Santino Dut has been released following completion of his sentence.

3. MAILING ADDRESSES

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

Seattle Municipal Court: Seattle Municipal Court
600 5th Ave
Seattle, Wa 98104-1900

Primary Contact Person: Brian Kennedy
Secondary Contact: Lynn Milloy

Kittitas County: Kittitas County Sheriff's Office
307 Umptanum Road
Ellensburg, WA 98926

Primary Contact Person: Commander Hctor
Secondary Contact: Sgt. Millett or Sgt. Stredwick

Notices mailed shall be deemed given on the date mailed. The Parties shall notify each other in writing of any change of address.

4. COMPENSATION

A. Inmate Santino Dut shall reimburse Kittitas County for any emergency or necessary health care expenses incurred by inmate Kittitas County supervises under this Agreement; however, if inmate has medical, dental, or vision insurance, emergency or necessary health care expenses shall then go through the insurance provider and the inmate shall pay any outstanding costs.

B. Inmate compensation to Kittitas County:

(1) The inmate shall pay \$60.00 dollars a day for housing to Kittitas County. This fee is paid in full for the entire sentence before entering into the Kittitas County Corrections Center.

(2) The inmate shall pay a \$50.00 booking fee. This fee is paid in full before entering into the Kittitas County Corrections Center.

5. RIGHT OF INSPECTION

Each County shall have the right to inspect, at all reasonable times, the facilities and records in order to determine if the standards of confinement are acceptable and that such inmates therein are treated equally regardless of race, religion, color, creed or national origin.

6. INMATE PROPERTY

Inmate Property will be treated like any other inmate housed in Kittitas County Corrections Center.

7. RESPONSIBILITY FOR OFFENDER'S CUSTODY

It shall be the responsibility of Kittitas County 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 inmate's physical needs; to make available to him programs and/or treatment consistent with the individual needs; to retain him in said custody; to supervise him; to maintain proper discipline and control; to make certain that he 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 Kittitas County, or any of its agents, to provide service, treatment, facilities or programs for any inmate confined pursuant to this Agreement, which it does not provide for similar inmates not confined pursuant to this Agreement. Nothing herein shall be construed as to require Kittitas County to provide services, treatment, facilities or programs to Seattle Municipal Court inmate above, beyond or in addition to that which is required by applicable law.

8. DISCIPLINE

Kittitas County shall have physical control over and power to execute disciplinary authority over all inmates of Kittitas County. However, nothing contained herein shall be construed to authorize or permit the imposition of a type of discipline prohibited by applicable law.

9. RECORDS AND REPORTS

Kittitas County will fill out a Jail Time Certification when the inmate has completed his/her required sentence. This paperwork will go to the inmate and it is his/her responsibility to notify the charging county.

10. ESCAPES

In the event any Seattle Municipal Court inmate escapes from Kittitas County's custody, Kittitas County will use all reasonable means to recapture the inmate. The escape shall be reported immediately to Seattle Municipal Court. Kittitas County shall have the primary responsibility for and authority to direct the pursuit and retaking of the inmate or inmates within its own territory. Any cost in connection therewith shall be chargeable to and borne by Kittitas County; however, Kittitas County shall not be required to expend unreasonable amounts to pursue and return inmates from other counties, states or other countries.

11. HOLD HARMLESS AND INDEMNIFICATION

Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law, and further agrees to save, indemnify, defend, and hold the other party harmless from any such liability. It is further provided that no liability shall attach to the parties by reason of entering into this contract except as expressly provided herein.

12. GENERAL PROVISIONS

(a) Severability. In the event any provisions of this Agreement shall be determined to be unenforceable or otherwise invalid for any reason, such provisions shall be enforced and valid to the extent permitted by law. All provisions of this Agreement are severable and the unenforceability or invalidity of a single provision herein shall not effect the remaining provisions.

(b) Governing Law and Venue. This Agreement shall be governed by the laws of the State of Washington and venue for any lawsuit shall be in the Superior Court of the State of Washington in and for the County of Kittitas.

(c) Attorney's Fees. In the event it is necessary for either party to utilize the services of an attorney to enforce any of the terms of this Agreement, such enforcing party shall be entitled to compensation for its reasonable attorney's fees and costs. In the event of litigation regarding any terms of this Agreement, the substantially prevailing party shall be entitled, in addition to other relief, to such reasonable attorney's fees and costs as determined by the Court.

(d) Waiver of Breach. The waiver by either party of the breach of any provision of this Agreement by the other party must be in writing, signed by an authorized representative(s) of said waiving party, and shall not operate nor be construed as a waiver of any subsequent breach by such other party.

(e) Savings Clause. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provisions of this Agreement and any statute, law, public regulation or ordinance, the latter shall prevail, but in such event, the provisions of this Agreement affected shall be curtailed and limited only the extent necessary to bring it within legal requirements.

(f) Filing. This Agreement shall be filed with each County's Auditor's Office or, alternatively, listed by subject on each or either party's web site or other electronically retrievable public source, pursuant to RCW 39.34.040.

(g) Administrator. As per RCW 39.34.030(4)(a), Undersheriff Clay Myers.

(h) Property. Unless otherwise specifically agreed by the parties in writing, all property, personal and real, utilized by the parties hereto in the execution of this Agreement shall remain the property of that party initially owning it.

(i) Counterpart Originals. This Agreement may be executed in counterpart originals. A copy of each such executed counterpart original shall be delivered to each party upon that party's execution of a counterpart original.

13. INTERPRETATION

This Agreement has been submitted to the scrutiny of all parties and their counsel, if desired, and it shall be given a fair and reasonable interpretation in accordance with its words, without consideration or weight given to its being drafted by any party or its counsel. All words used in the singular shall include the plural; the present tense shall include the future tense; and the masculine gender shall include the feminine and neuter gender.

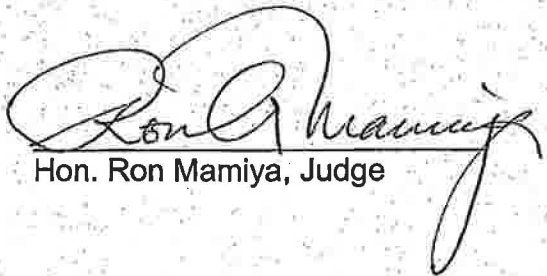
14. ACCESS TO RECORDS CLAUSE

The parties hereby agree that authorized representatives of the parties shall have access to any books, documents, paper and record of the other party which are pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions. All such records and all other records pertinent to this Agreement and work undertaken pursuant to this Agreement shall be retained by the parties for a period of six years after the final expiration date of this Agreement or any amendments hereto, unless a longer period is required to resolve audit, findings or litigation. In such cases, the parties may expressly agree by an amendment or separate agreement for such longer period for record retention.

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:

SEATTLE MUNICIPAL COURT

COUNTY OF KITTITAS



Hon. Ron Mamiya, Judge

KITTITAS COUNTY
BOARD OF COMMISSIONERS



Mark McClain, Chair




Paul Jewell, Vice Chair


Alan Crankovich, Commissioner

ATTEST:




Julie Kjosvik, Clerk of the Board


Gene Dana, Sheriff

APPROVED AS TO FORM ONLY:

 5/26/16
Stephanie Happold, Civil DPA