

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINGTON, KING COUNTY, WASHINGTON, AUTHORIZING THE CITY MANAGER TO ENTER INTO A JAIL SERVICE CONTRACT WITH THE CITY OF BUCKLEY FOR CUSTODY OF POST TRIAL, SHORT-TERM PRISONERS.**

**WHEREAS**, the City of Covington has a need for a secure location for the custody of post trial prisoners for short periods of time, usually two to three days; and

**WHEREAS**, the City of Buckley has the facilities necessary to house prisoners and has expressed a willingness to provide these services for the City of Covington; and

**WHEREAS**, the City Council believes that it is in the best interest of the City to enter into the above-referenced Interlocal Agreement with the City of Buckley; now, therefore,

**BE IT RESOLVED** by the City Council of the City of Covington, King County, Washington as follows:

**Section 1.** The City Manager is hereby authorized to execute a Jail Service Contract, between the City of Covington and the City of Buckley, for the custody of post trial prisoners in the form set forth on Exhibit "A" attached hereto.

**PASSED** in open and regular session on this 25<sup>th</sup> day of November, 2003.

Pat Sullivan  
MAYOR PAT SULLIVAN

Attested:

Jackie Cronk  
Jackie Cronk, City Clerk

APPROVED AS TO FORM:

Duncan C. Wilson  
Duncan C. Wilson, City Attorney

## JAIL SERVICE CONTRACT

THIS AGREEMENT, made and entered into this 1<sup>st</sup> day of January, 2004, by and between the CITY OF COVINGTON, hereinafter called COVINGTON, and the CITY OF BUCKLEY, hereinafter called "BUCKLEY".

WITNESSETH:

WHEREAS, pursuant to Chapters 39.34 and 70.48 RCW, COVINGTON and BUCKLEY may enter into an agreement through their respective legislative bodies whereby BUCKLEY shall furnish jail facilities for COVINGTON prisoners upon such terms as may be mutually agreed upon; and

WHEREAS, it is considered necessary and desirable in the public interest that BUCKLEY and COVINGTON exercise the rights and privileges afforded by said statute:

NOW, THEREFORE, it is mutually agreed by and between COVINGTON and BUCKLEY as follows:

1. AVAILABILITY OF JAIL FACILITIES

BUCKLEY agrees to furnish its facilities and personnel for the confinement of COVINGTON prisoners in the same manner and to the same extent as BUCKLEY furnishes said services for confinement of its own prisoners. BUCKLEY jail facilities shall be made available and furnished for holding of COVINGTON prisoners held upon arrest, awaiting trial and service of imposed jail terms. It is understood and agreed that BUCKLEY shall have no obligation to confine additional COVINGTON prisoners when the BUCKLEY facility is at its maximum capacity and in such events, COVINGTON will make diligent efforts to confine its prisoners elsewhere.

2. GUARANTEED BED SPACE

COVINGTON agrees to pay BUCKLEY a daily rate for each day or portion of a day for each COVINGTON prisoner as set forth in this AGREEMENT.

- a. The term COVINGTON prisoner as used in this Agreement shall mean persons confined in jail pursuant to a violation of a COVINGTON ordinance or regulation chargeable as a misdemeanor or a gross misdemeanor.
- b. The daily rate for lodging, in the Buckley City Jail, shall be \$52.00 per day plus medical expenses.

3. METHOD AND TIME OF PAYMENTS

The amounts under the terms of this Agreement shall be due and payable within thirty days from and after receipt of an itemized invoice by each party to the other, listing thereon the services rendered and itemized billing therefore. BUCKLEY agrees to bill monthly for all sums described hereunder.

4. COPY OF ARREST WARRANT OR CITATION

COVINGTON law enforcement officers placing COVINGTON misdemeanor-charged prisoners in the BUCKLEY jail shall, in every instance, first furnish an arrest warrant or citation to the BUCKLEY jail.

5. COVINGTON LAW ENFORCEMENT OFFICER PRESENCE

COVINGTON law enforcement officer placing arrested prisoners in custody in the BUCKLEY jail shall be required to remain in the immediate presence of the arrested person and shall be considered to have such person in their sole custody until the BUCKLEY booking officer audibly states that the COVINGTON law enforcement officer may leave, and as such time and only then, will BUCKLEY come into custody of said prisoner.

6. RECORDKEEPING

COVINGTON agrees to maintain its own system of arrests and disposition finger print cards.

7. JAIL RULES AND REGULATIONS

COVINGTON agrees that when any COVINGTON prisoner is being delivered to the BUCKLEY jail, persons delivering said prisoners shall comply with such reasonable rules and regulations as shall from time to time be established. COVINGTON prisoners in custody at the BUCKLEY jail will be subject to all applicable rules, regulations and standards governing operation of the BUCKLEY jail, including any emergency security rules imposed by the Chief of Police.

8. COVINGTON ACCESS TO PRISONERS

All COVINGTON police officers and investigators shall have the right to interview the prisoners inside the confines of the Buckley jail subject only to necessary security rules. Interview rooms will be made available to COVINGTON police officers in equal priority with those of any other department, including the Buckley Police Department.

9. RELEASE OF COVINGTON PRISONERS FROM BUCKLEY JAIL

No COVINGTON prisoners confined in the BUCKLEY jail shall be removed except:

- a. When requested by the COVINGTON police department.
- b. By order of the COVINGTON court in those matters in which it has jurisdiction, or upon order of the Pierce County District Court, or the Pierce County Superior Court in those matters in which said courts have jurisdiction.
- c. For appearance in the court in which a COVINGTON prisoner is charged.
- d. In compliance with a writ of habeas corpus.
- e. For interviews by the COVINGTON attorney or member of the COVINGTON Police Department.
- f. If the prisoner has served his sentence of the charge pending against said prisoner has been dismissed or bail or other recognizance has been posted as required by the courts.

10. HEALTH CARE

COVINGTON shall be responsible for all medical, dental or mental health costs incurred by or on behalf of a COVINGTON prisoner including prescriptions, appliances, supplies or other treatments ordered by the practitioner, with the exception of the services currently provided within the Jail. BUCKLEY may refuse to accept a COVINGTON prisoner in obvious need of medical, dental or mental health attention.

Additionally, in the event a COVINGTON prisoner's medical, dental or mental condition in the judgment of the BUCKLEY Jail necessitates the attention of a medical, dental or mental health professional, COVINGTON authorizes BUCKLEY to solicit such medical dental or mental health services for the COVINGTON prisoner. It is understood and agreed that prior to soliciting said services BUCKLEY shall make a reasonable effort to notify either orally or in writing the COVINGTON Police Department of the Chief of Police's intention. All emergency situations shall be handled according with BUCKLEY policy, with COVINGTON being notified the next business day.

BUCKLEY shall only be responsible for a COVINGTON prisoner's medical, dental or mental health costs if it is determined that said costs were incurred as a result of the negligence of BUCKLEY or its employees. COVINGTON shall first notify BUCKLEY Chief of Police as to medical or mental health costs for COVINGTON Prisoners. The parties shall make a good faith effort to resolve any disagreement under this paragraph. If a resolution cannot be reached, the parties shall refer the matter to an independent arbitrator selected by the parties. The cost of arbitration shall be the responsibility of the losing party. Each party shall be responsible for its costs and attorney fees.

11. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

COVINGTON agrees to indemnify and hold harmless BUCKLEY, its elected and appointed officers, agents and employees from and against all claims, demands and causes of action of any kind or character, including cost of defense thereof arising from actions of COVINGTON or its officers or employees.

Similarly, BUCKLEY agrees to indemnify and hold harmless COVINGTON, its elected and appointed officers and employees from and against all claims, demands and causes of action of any kind or character, including the cost of defense thereof arising from actions of BUCKLEY, its officers or employees with the performance of this Agreement.

12. DURATION AND TERMINATION OF AGREEMENT

The duration of this Agreement shall be for the initial term of one year, commencing January 1, 2004, and shall continue in effect for subsequent calendar year terms provided that either party may terminate this Agreement by giving 90 days written notice to the other party. Provided further that the failure of any party to perform its obligations under this Agreement, said failure amounting to a substantial breach of the terms and conditions contained herein, shall constitute grounds for the withdrawal from this Agreement by any party adversely affected by said breach.

DATE \_\_\_\_\_

DATE \_\_\_\_\_

CITY OF COVINGTON

CITY OF BUCKLEY

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Administrator

By: \_\_\_\_\_  
Administrator

By: *Kenn P. Johnson*  
Chief of Police

By: \_\_\_\_\_  
Chief of Police

Approved as to form:

Approved as to form:

By: \_\_\_\_\_  
City Attorney

By: \_\_\_\_\_  
City Attorney