

PS 7.5(00d

2000 with annual renewal

**JAIL SERVICE AGREEMENT
BETWEEN
DES MOINES POLICE DEPARTMENT
AND
OKANOGAN COUNTY SHERIFF'S OFFICE**

The following agreement has been reached between the Des Moines Police Department and the Okanogan County Sheriff's Department for the long term housing of prisoners.

The Des Moines Police Department agrees to the following fee schedule:

The booking fees for inmates is \$20.00.

The daily maintenance fee for inmates is \$42.00.

Medical fees will be as billed by the Sheriff's Office medical provider.

Okanogan County will submit an invoice for jail services on a monthly basis, to the Des Moines Municipal Court, 21630 11 Ave South, Suite "C", Des Moines, WA 98198. Attention: Jennefer Henson, Court Services Manager.

The following conditions apply to this agreement:

1. Okanogan County Corrections will transport all prisoners from Des Moines to Okanogan for a fee of 32.5 cents per mile (2000 Standard Mileage Rate)(Based on an average 238 mile round trip) per trip, regardless of the number of prisoners transported. Des Moines PD agrees to confirm bed space availability and transport requests at least 3 days prior to the requested date.

2. Indemnification. Okanogan County will assume the liability for the custody and care of Des Moines prisoners once they are in the custody of Okanogan County, specifically including prisoners being transported by Okanogan County employees, agents, or contractors. Okanogan County shall defend, indemnify and hold the City of Des Moines, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including reasonable attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City of Des Moines. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the County and the City, its officers, officials, employees, and volunteers, the County's liability hereunder shall be only to the extent of the County's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the County's 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. The provisions of this section shall survive the expiration or termination of this Agreement.

Insurance. The County shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of services or provision of facilities by the County, its agents, representatives, officers, employees or subcontractors, specifically including Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000.00 per accident and Commercial General Liability insurance written with limits no less than \$1,000,000.00 each occurrence, \$2,000,000.00 general aggregate. The County's insurance coverage shall be primary insurance with respect to the City of Des Moines and any insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of the County's insurance, self-insurance, or insurance pool coverage and

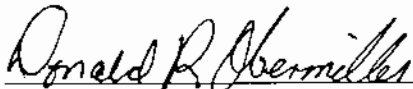
shall not contribute to it. To satisfy its insurance obligations provided in this paragraph, the County may participate in a self-insurance program or insurance pool with coverage of a type, limit and scope deemed sufficient in writing by the City of Des Moines. Proof or certification of such coverage may be requested of the County and shall be promptly provided from time-to-time to the City of Des Moines.

3. Okanogan County will immediately notify Des Moines of any unusual circumstances involving any of Des Moines' prisoners while housed at the Okanogan County Jail.

4. Des Moines' prisoners will be released from the Okanogan County Correction's Facility only if the prisoner has transportation available. All other prisoners will be escorted to the closest public transportation location.

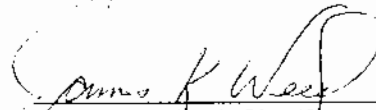
5. Des Moines' prisoners will not be placed on Electronic Home Detention or work release without the authorization of the Des Moines Municipal Court.

This agreement goes into effect on April 1, 2000, and is in effect until canceled by either party. The fee schedule will be reviewed January 1, 2001; and on an annual basis thereafter and increased in accordance with the increasing cost of living. Cancellation and/or modification, including fee adjustments, will be in writing only and given to the other party thirty (30) days prior to the proposed effective date of such change or termination, to the other party.



Donald Obermiller Chief of Police
Des Moines Police Department

Date: 3-28-00



James K. Weed, Sheriff
Okanogan County Sheriff's Office

Date: 3/28/00

Copy to Jail File => Dump to go with OK County

Certificate of Liability Insurance

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER.
 THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY BELOW

INSURED MEMBER:	Coverage Afforded by the:
Okanogan County, Washinton Attn: Dan Powers, Risk Manager 149 3rd North Okanogan, WA 98840	Washington Counties Risk Pool 205 Clark Place SE Tumwater, Washington 98501-4062

THIS IS TO CERTIFY THAT THE LIABILITY POLICY LISTED BELOW HAS BEEN ISSUED TO THE PARTICIPATING MEMBER NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGES AFFORDED BY THE POLICY DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICY.

POLICY NUMBER:	19992000-RISKPOOL-OKCO
POLICY EFFECTIVE DATE:	October 1, 1999
POLICY EXPIRATION DATE:	October 1, 2000
LIMITS OF LIABILITY EACH OCCURRENCE	
BI AND PD COMBINED:	\$2,000,000.00

TYPES OF INSURANCE AFFORDED:	
Including:	Comprehensive General Liability Contractual Personal Injury Errors and Omissions Advertising Liability Professional Liability
Including:	Automobile Liability Owned, nonowned and hired autos

DESCRIPTION OF OPERATIONS/LOCATION/VEHICLES	CANCELLATION
Contract to provide jail services	SHOULD THE ABOVE DESCRIBED POLICY BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUER WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE ISSUER, OR ITS AGENTS OR REPRESENTATIVES.

CERTIFICATE HOLDER:	ISSUE DATE:
City of Des Moines, Police Department	March 30, 2000
	Authorized Representative <i>Claire L. Thompson</i>

Jail File -> Demanded with OK (cont)
Copy 10
Card

Certificate of Liability Insurance

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