

PS 7.51000d

Terminated 12-31-10

JAIL SERVICES AGREEMENT
Between
City of Fife and City of Des Moines

1. **Date and Parties.** This Agreement, for reference purposes only, is dated the 23rd day of May, 2003, and is entered into by and between the City of Fife, hereinafter referred to as "FIFE", and the City of Des Moines, hereinafter referred to as "DES MOINES", under and pursuant to the provisions of Chapter 70.48.090 of the Revised Code of Washington. This Agreement supersedes any prior agreements entered into between the parties herein with regard to the terms and provisions set forth below.

2. **Authority.** This agreement is entered into by the parties hereto under the authority of the Interlocal Cooperation Act, Chapter 39.34 RCW, and the Cities and Counties Jails Act, Chapter 70.48 RCW. Fife is authorized to execute this agreement by the terms of Fife Resolution Number 726. Des Moines is authorized to enter into this agreement by action taken by its governing body on the 22nd day of May, 2003.

3. **General Recitals.** Fife currently owns and operates a jail (the "Jail"). In order to assist other jurisdictions with their jail needs Fife is willing to house Des Moines prisoners upon the terms and conditions set forth herein.

4. **Services to be Provided.** Fife will furnish its facilities and personnel for the confinement of Des Moines prisoners in the same manner and to the same extent as Fife furnishes said services for confinement of its own prisoners. The Jail shall be operated in accordance with the Standards of Operating Procedures (SOP) enacted by Fife. A copy of the SOP will be made available to Des Moines upon request. A prisoner shall become the responsibility of Fife at the point that the prisoner is booked into the Jail.

5. **Prisoner Release.** Fife will not release a prisoner from the Fife jail, except at the end of the commitment term provided in the commitment order received at the time of booking, unless he is released to a Des Moines police officer, or unless a court order is received mandating the release. Fife may utilize the prisoner on work details where the prisoner remains under the direct supervision of a corrections officer. Fife may remove the prisoner for medical, dental, or mental health care services, under the provisions of Paragraph 8, or in the case of an emergency condition presenting an eminent danger to the safety of the prisoner, prison population, or Fife personnel. In the event of such emergency removal Fife shall inform Des Moines of the prisoner's location at the earliest practicable time, and shall exercise all reasonable care for the safe keeping and custody of the prisoner. Provided, however, if the prisoner requires hospitalization, then Fife may request that Des Moines provide security for the prisoner during the time of hospitalization.

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ORIGINAL


Fife


Des Moines

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6. **Term.** The term shall commence on the date of this Agreement, and continue until December 31, 2010. Provided, however, either party may terminate this agreement at any time without penalty, by giving the other party written notice of termination at least 90 days prior to the proposed termination date. Early termination shall not affect either parties' obligations regarding payment for services, accounting, and defense and indemnity, for services provided, and obligations incurred prior to the termination date.

7. **Amendments.** This agreement may be amended in writing at any time by mutual consent of the parties hereto and such amendments shall take effect immediately. In the event of any conflict between the provisions of this agreement and the provisions of the amendment, the provisions of the amendment shall control.

8. **Bed Space Availability.** Fife provides Jail space on a space-available basis. This agreement does not provide for guaranteed bed space. Fife shall have sole and unfettered discretion in determining whether or not space is available. No prisoner may be housed in the Fife jail for a longer period of time than is authorized by state law. Fife reserves the right to refuse to accept a prisoner, or to continue to house a prisoner if the prisoner, in the opinion of Fife personnel, has an illness or injury which may adversely affect Jail operations, presents a substantial risk of escape, or is a threat to the safety or general welfare of Fife personnel or other prisoners. If Fife requests that a prisoner be removed then Des Moines shall remove the prisoner within one hour after being notified that the prisoner must be removed.

9. **Health Care.**

A. Fife will be responsible for arranging for such medical, mental and dental treatment for prisoners as may be necessary to safeguard the prisoners' health while housed in the Jail. Fife does not have medical health care workers on staff, thus, Fife will arrange for all medical health care services to be provided by contract with an outside agency. Des Moines shall be responsible for all medical, dental or mental health costs incurred by or on behalf of a Des Moines prisoner, including but not limited to prescriptions, appliances, supplies, emergency transport, hospitalization and health care professional service charges.

B. If Fife becomes aware that a Des Moines prisoner is in need of medical health care requiring the assistance of a medical health care services provider, then Fife shall make reasonable effort to notify Des Moines prior to obtaining said service. If Des Moines is contacted and does not authorize Fife to obtain the service, then Des Moines shall within one hour pick up the prisoner from the Jail. Provided, in the case of emergency, Fife may notify Des Moines after the service has been provided.

C. Upon payment to Fife by Des Moines for the prisoner's health care expense, Fife will assign to Des Moines, if requested by Des Moines, any and all right to reimbursement for medical expenses authorized under RCW 70.48.130.

D. Fife shall keep adequate record of all services provided under the terms of this paragraph and will allow Des Moines to review those records upon request.


Fife


Des Moines

10. **Cost for Services.** Des Moines shall pay to Fife, within 30 days of being invoiced by Fife, the cost for housing and providing health care to a Des Moines prisoner. The cost for housing a Des Moines prisoner shall be \$65.00 per day, or any portion thereof. A day shall be a calendar day. This rate may be increased from time to time by Fife providing written notice to Des Moines at least 90 days before the effective date of the proposed increase.

11. **Accounting.** Fife shall provide a monthly summary to the appropriate officers of Des Moines, setting forth in detail the number of prisoner days and number of bookings for which Des Moines was responsible in the preceding month, including the prisoners and the costs incurred for each prisoner pursuant to the terms of this agreement. Des Moines, upon reasonable notice and during regular business hours, shall have the right to review all books of accounts, dockets, and records of Fife pertaining to the confinement of Des Moines prisoners.

12. **Defense and Indemnity Agreement.**

A. Fife agrees to indemnify and hold Des Moines harmless, including attorneys fees and other costs of defense, from any and all claims, of whatsoever kind or nature, arising from acts or omissions of Fife, its officers, or employees in operating the Jail, provided said claim does not arise out of or in any way result from any intentional, willful or negligent act or omission on the part of Des Moines or any officer, agent or employee thereof.

B. Des Moines agrees to indemnify and hold Fife harmless, including attorneys fees and other costs of defense, from any and all claims, of whatsoever kind or nature, arising from acts or omissions of Des Moines, its officers, or employees, including, but not limited to claims alleging false imprisonment for any Des Moines prisoner, unless said claim for false imprisonment arises for imprisonment after Fife has been directed by Des Moines to release a Des Moines prisoner and Fife fails to do so.

13. **Insurance.** Each party shall provide the other, upon request, with evidence of insurance coverage, in the form of a certificate of insurance from a solvent insurance provider and/or letter confirming coverage from a solvent insurance pool, which is sufficient to address the insurance and indemnification obligations set forth in this Agreement. Each party shall maintain coverage with minimum liability limits of two million dollars (\$2,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for its liability, errors and omissions, motor vehicle liability and police professional liability. The insurance policy, or insurance pool agreement shall provide for coverage on a "per occurrence" basis.

14. **Remedies.** No waiver of any right under this agreement shall be effective unless made in writing by the authorized representative of the parties to be bound thereby. Failure to assist 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.

Disputes shall be referred to the Fife City Manager and Des Moines's Chief Executive Officer for mediation and/or settlement. If not resolved by them within sixty (60) days, either party may apply to the presiding Judge of the Superior Court of Pierce County,



Fife



Des Moines

Washington, for appointment of a conciliator. The Conciliator shall assume the functions of an arbitrator of the dispute after a reasonable effort at conciliation fails, should the amount involved in the dispute and application of the principle at issue in future years entail expenditures or appropriations of One Hundred Thousand Dollars (\$100,000) or less. Each party shall pay one-half (1/2) of a conciliator's fee and expenses.

15. **Written Notices.** All Notices required by this Agreement shall be considered properly delivered (1) when personally delivered, or (2) when transmitted by facsimile showing date and time of transmittal, or (3) on the day following mailing, postage prepaid, certified mail, return receipt requested, or (4) one (1) day after depositing in overnight carrier, e.g. Federal Express to:

FIFE: City Manager Bill Malinen
City of Fife
5411 23rd Street East
Fife, WA 98424

With a copy to: Chief of Police
City of Fife
3737 Pacific Highway East
Fife, WA 98424

Loren D. Combs
McGavick Graves, P.S.
P.O. Box 1317
Tacoma, WA 98401-1317

DES MOINES: Tony Piasecki, City Manager
City of Des Moines
21630 11th Ave South
Des Moines, WA 98198

16. **Entire Agreement.** This agreement constitutes the entire agreement between the parties and represents the entire understanding of the parties hereto. It supersedes any oral representations that are inconsistent with or modify its terms and conditions.

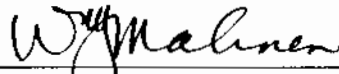
17. **Invalid Provisions.** Should any provisions of this agreement be held invalid, the remainder of the agreement shall remain in effect.

18. **Governing Law.** Except where expressly provided otherwise, the laws and administrative rules of the State of Washington shall govern in any matter relating to a prisoner's confinement pursuant to this Agreement. Jurisdiction and venue shall be in Pierce County Superior Court.


Fife
Des Moines

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the
23rd day of May, 2003.

FIFE



City Manager

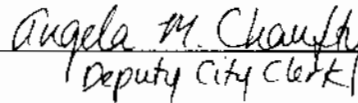
DES MOINES



City Manager

ATTEST:

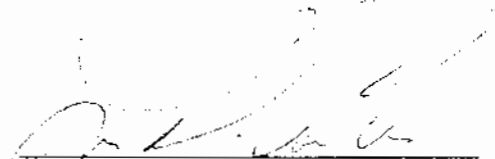


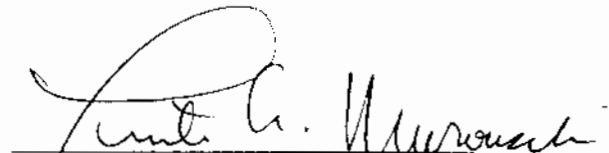


Deputy City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:


Loren D. Combs, City Attorney


Linda Marousek, City Attorney