

JAIL SERVICES AGREEMENT
Between
City of Fife and City of Bonney Lake

1. **Date and Parties.** This Agreement, for reference purposes only, is dated the 13th day of November, 2012, and is entered into by and between the City of Fife, hereinafter referred to as "FIFE", and the City of Bonney Lake, hereinafter referred to as "BONNEY LAKE", 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. Bonney Lake is authorized to enter into this agreement by action taken by its governing body on the 13 day of November, 2012.

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 Bonney Lake 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 Bonney Lake 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 Bonney Lake 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 Bonney Lake 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 imminent danger to the safety of the prisoner, prison population, or Fife personnel. In the event of such emergency removal Fife shall inform Bonney Lake 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 Bonney Lake provide security for the prisoner during the time of hospitalization.

6. **Term.** The term shall commence on the date of this Agreement, 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



Fife



Bonney Lake

withdrawal from this Agreement by any party adversely affected by said breach. Early termination shall not affect either party's 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 Bonney Lake 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. Pursuant to RCW 70.48.130, Bonney Lake shall be responsible for all medical, dental or mental health costs incurred by or on behalf of a Bonney Lake 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 Bonney Lake 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 Bonney Lake prior to obtaining said service. If Bonney Lake is contacted and does not authorize Fife to obtain the service, then Bonney Lake shall within one hour pick up the prisoner from the Jail. Provided, in the case of emergency, Fife may notify Bonney Lake after the service has been provided.

C. Upon payment to Fife by Bonney Lake for the prisoner's health care expense, Fife will assign to Bonney Lake, if requested by Bonney Lake, 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 Bonney Lake to review those records upon request.

10. **Cost for Services.**

A. Bonney Lake shall pay to Fife, within 30 days of being invoiced by Fife, the cost for housing and providing health care to a Bonney Lake prisoner. The cost for housing a Bonney Lake 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 Bonney Lake at least 90 days before the effective date of the proposed increase.

B. Bonney Lake shall pay to Fife, within 30 days of being invoiced by Fife, a portion of the booking fee authorized by RCW 70.48.390. The Bonney Lake portion of the booking fee shall be \$20.00.

C. The daily rate or the portion of the booking fee charged to Bonney Lake may be increased from time to time by Fife upon providing written notice to Bonney Lake 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 Bonney Lake, setting forth in detail the number of prisoner days and number of bookings for which Bonney Lake was responsible in the preceding month, including the prisoners and the costs incurred for each prisoner pursuant to the terms of this agreement. Bonney Lake, 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 Bonney Lake prisoners.

12. **Defense and Indemnity Agreement.**

A. Fife agrees to indemnify and hold Bonney Lake 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 Bonney Lake or any officer, agent or employee thereof.

B. Bonney Lake 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 Bonney Lake, its officers, or employees, including, but not limited to claims alleging false imprisonment for any Bonney Lake prisoner, unless said claim for false imprisonment arises for imprisonment after Fife has been directed by Bonney Lake to release a Bonney Lake 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 Bonney Lake'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, 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 Dave Zabell
City of Fife
5411 23rd Street East
Fife, WA 98424

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

Loren D. Combs
VSI Law Group
3600 Port of Tacoma Road, Suite 311
Tacoma, WA 98424

BONNEY LAKE: Mayor Neil Johnson
City of Bonney Lake
19306 Bonney Lake Blvd
PO Box 7380
Bonney Lake, WA 98391-0944

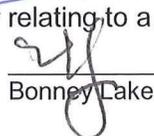
With a copy to: Dana Powers
Chief of Police
City of Bonney Lake Police Department
18421 Veterans Memorial Drive E.
Bonney Lake, WA 98391

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


Fife


Bonney Lake

confinement pursuant to this Agreement. Jurisdiction and venue shall be in Pierce County Superior Court.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the 13th day of November, 2012.

City of Fife

City of Bonney Lake

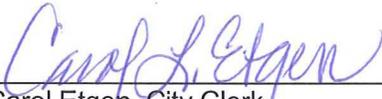
By: 

David K. Zappell, City Manager

By: 

Neil Johnson, Mayor

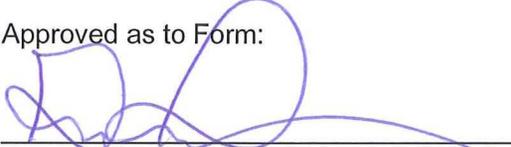
Attest:


Carol Etgen, City Clerk

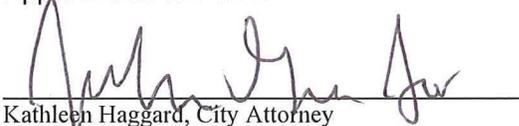
Attest:


Harwood T. Edvalson, City Clerk

Approved as to Form:


Gregory F. Amann, Assistant City Attorney

Approved as to Form:


Kathleen Haggard, City Attorney