

1 JAIL SERVICES AGREEMENT

2
3 THIS AGREEMENT made and entered into between the City of
4 Enumclaw, a municipal corporation of the State of Washington
5 located at 1705 Wells, Enumclaw, Washington 98022 and the City of
6 Fife, a municipal corporation of the State of Washington and
7 pursuant to the City and County Jails Act (RCW 70.48, as amended).
8

9 In accordance with the interlocal Cooperation Act (Chapter
10 39.34 RCW) and in consideration of the conditions herein, the
11 parties agree as follows:

12 1. PURPOSE

13 The purpose of this agreement is to provide for
14 confinement of the prisoners of the City of Fife in the City
15 of Enumclaw Corrections Facility.

16 2. DEFINITIONS

17 Unless a context clearly shows another usage is
18 intended, the following terms shall have these meanings in
19 the agreement:

- 20 (1) City of Fife means a prisoner housed in the Enumclaw
21 Corrections Facility when a City of Fife charge is the
22 principal basis for confining that person (e.g., the
23 person is confined by reason of a City of Fife

1 ordinance violation - pretrial or post trial). It
2 includes, but is not limited to, (a) a prisoner
3 arrested by and booked by the City of Fife by reason of
4 an "open charge" or investigation of a felony; and a
5 prisoner detained after a City of Fife "hold" has been
6 released; (b) it includes an individual arrested by
7 City of Fife and booked and housed in the Enumclaw
8 Corrections Facility.

9 (2) "Corrections Facility" means a place primarily
10 designed, staffed, and used for the housing of adults
11 charged with criminal offense; for the punishment and
12 correction of offenders after conviction of criminal
13 offense; or for confinement during a criminal
14 investigation or for civil detention to enforce a court
15 order. Upon the date of the execution of this
16 agreement, the term "jail" includes the City of
17 Enumclaw Corrections Facility operated by the City of
18 Enumclaw pursuant to this agreement.

19 (3) "Medical Expenses" means any and all costs and fees
20 associated with any form of medical, dental, mental
21 health or like treatment including but not limited to
22 doctors fees, hospitalization costs, any fees of any
23 medical practitioner, x-rays, MRIs, cat scans, dental

1 and vision expenses.

2 3. JAIL SERVICES

3 The City of Enumclaw shall accept for confinement in the
4 Enumclaw Corrections Facility those persons who are the City
5 of Fife prisoners as defined in Article 2 and shall furnish
6 the City of Fife with the corrections facility, booking and
7 custodial services and personnel for confinement of City of
8 Fifes inmates at least equal to those the City of Enumclaw
9 provides for confinement of its own inmates. The services
10 included herein shall include the standard police use
11 photograph for each person booked and held by the City of
12 Enumclaw for the City of Fife.

13 4. HEALTH CARE.

14 A. City of Enumclaw will be responsible for arranging
15 for such medical, mental and dental treatment for prisoners as
16 may be necessary to safeguard the prisoners' health while housed
17 in the Jail. City of Enumclaw does not have medical health care
18 workers on staff, thus, City of Enumclaw will arrange for all
19 medical health care services to be provided by contract with an
20 outside agency. City of fife shall be responsible for all
21 medical expenses incurred by or on behalf of a Cit of Fife
22 prisoner.

23 B. If City of Enumclaw becomes aware that a City of

1 Fife prisoner is in need of medical health care requiring the
2 assistance of a medical health care services provider, then City
3 of Enumclaw shall make reasonable effort to notify City of Fife
4 prior to obtaining said service. If City of Fife is contacted
5 and does not authorize City of Enumclaw to obtain the service,
6 then City of Fife shall within one hour pick up the prisoner from
7 the Jail. Provided, in the case of emergency, City of Enumclaw
8 may notify City of Fife after the service has been provided.

9 C. Upon payment to City of Enumclaw by City of Fife
10 for the prisoner's medical expenses, City of Enumclaw will assign
11 to City of Fife, if requested by City of Fife, any and all right
12 to reimbursement for medical expenses authorized under RCW
13 70.48.130.

14 D. City of Enumclaw shall keep adequate record of
15 all services provided under the terms of this section and will
16 allow City of Fife to review those records upon request.

17
18 5. COMPENSATED

19 The City of Enumclaw hereby authorizes the use of the
20 Enumclaw Corrections Facility, by the City of Fife, for
21 confinement of persons booked and held by the City of Fife,
22 subject to available space and facilities as may be
23 determined by the City of Enumclaw Chief of Police or his/her

1 duly authorized representative.

2 The City of Fife agrees to pay the City of Enumclaw the
3 sum of SIXTY DOLLARS (\$60.00) per prisoner per 24 hour period
4 calculated from the initial booking time, (or any portion of
5 a 24 hour period). Such payment shall be made promptly to the
6 City of Enumclaw within 20 days after the monthly statement
7 is submitted by the City of Enumclaw to the City of Fife.


8 Each party may examine the others books and records to
9 verify charges. If an examination reveals an improper charge,
10 the amount shall be applied to the next month's statement.

11 6. TERM

12 This agreement shall take effect 01/01/2012 and shall
13 extend through 12/31/2012, and shall automatically renew from
14 year to year unless otherwise modified or terminated as
15 provided herein. This agreement may be terminated by either
16 party upon 90 days written notice from the party desiring
17 termination. This agreement may be modified or canceled in
18 writing PROVIDED THAT notice of the proposed modification or
19 cancellation is provided at least 90 days prior to the date
20 on which such modification or cancellation would become
21 effective.

22 7. INDEMNIFICATION/INSURANCE

23 (A) The City of Fife shall defend, indemnify and hold


Jail Services Agreement
Page 5
May 10, 2012

1 harmless the City of Enumclaw and its officers, agents,
2 and employees, or any of them from any and all claims,
3 actions, suits, liability, loss, cost, expenses and
4 damages of any nature whatsoever, by reason of or
5 arising out of any action or omission of the City of
6 Fife, its officers, agents, and employees, or any of
7 them in arresting, detaining, charging or transporting
8 third persons.

9 In the event that any suit based upon such a claim,
10 loss or damage is brought against the City of Enumclaw,
11 the City of Fife shall defend the same at its sole cost
12 and expense; provided that the City of Enumclaw retains
13 the right to participate in said suit if any principal
14 of governmental or public law is involved; and if final
15 judgement is rendered against the City of Enumclaw, and
16 its officers, agents, and employees or any of them, or
17 jointly against the City of Enumclaw and the City of
18 Fife and their respective officers, agents, employees,
19 or any of them, the City of Fife shall satisfy the
20 same.

21 (B) The City of Enumclaw shall defend, indemnify and hold
22 harmless the City of Fife and its officers, agents, and
23 employees, or any of them from any and all claims,



1 actions, suits, liability, loss, cost, expenses, and
2 damages of any nature whatsoever, by reason of or
3 arising out of any action or omission of the City of
4 Enumclaw, its officers, agents, and employees, or any
5 of them in confining persons who have been presented to
6 and accepted by the Enumclaw Corrections Facility by
7 the City of Fife, its officers, agents, and employees
8 while said persons are in the Enumclaw Corrections
9 Facility or in the custody of the City of Enumclaw
10 outside the Enumclaw Corrections Facility. In the event
11 that any suit based upon such claim, action, loss or
12 damage is brought against the City of Fife, the City of
13 Enumclaw shall defend the same at its sole cost and
14 expense provided that the City of Fife retains the
15 right to participate in said suit if any principle
16 governmental or public law is involved, and if final
17 judgement be rendered against the City of Fife and its
18 officers, agents, and employees, or any of them, or
19 jointly against the City of Fife and the City of
20 Enumclaw and their respective officers, agents, and
21 employees, or any of them, the City of Enumclaw shall
22 satisfy same.

23 (C) A prisoner shall become the responsibility of the



1 Enumclaw Corrections Facility at the point that the
2 prisoner is booked into the City of Enumclaw Facility
3 or where the prisoner has been released to the care,
4 custody and control of the City of Enumclaw. Liability
5 shall transfer to the City of Enumclaw at this point.
6 The arresting agency shall be held harmless by the City
7 of Enumclaw under the terms of this section for all
8 claims arising out of the detention of the prisoner
9 except for medical expenses. Accordingly, the City of
10 Enumclaw (Corrections Facility) shall be held harmless
11 by the City of Fife under the terms of this agreement,
12 for claims arising out of the arrest of the prisoner,
13 or arising out of any situation occurring prior to the
14 point where the City of Enumclaw assumes responsibility
15 for the prisoner.

16 (D) Each city agrees to provide the other with evidence of
17 insurance coverage. Each City shall obtain coverage in
18 minimum liability limits of ONE MILLION AND 00/100
19 DOLLARS (\$1,000,000.) for its liability exposures,
20 including comprehensive general liability, errors and
21 omissions, auto liability and police professional
22 liability.

23 8. NON-DISCRIMINATION/EQUALITY OF EMPLOYMENT OPPORTUNITY.



1 The City of Enumclaw will provide equal employment
2 opportunity in administering this Agreement, in implementing
3 this Agreement, and in administering the Enumclaw Corrections
4 Facility, and will prohibit discriminatory treatment.

5 9. REMEDIES

6 No waiver of any right under this agreement shall be
7 effective unless made in writing by the authorized
8 representative of the party to be bound thereby. Failure to
9 insist upon full performance on any one or several occasions
10 does not constitute consent to or waiver of any later non-
11 performance, nor does payment of a billing or continued
12 performance after notice of a deficiency in performance
13 constitute an acquiescence thereto.

10. ENTIRE AGREEMENT

This Agreement represents the entire understanding of the parties. It supersedes any oral representations that are inconsistent with or modify its terms and conditions.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day written below.

CITY OF FIFE

BY: 

TITLE: City Manager

DATE: June 12, 2012

CITY OF ENUMCLAW

BY: 

TITLE: City Administrator

DATE: July 11, 2012

ATTEST:


City Clerk

ATTEST:


City Clerk

APPROVED AS TO FORM:


City Attorney
Assistant City Atty

APPROVED AS TO FORM:


City Attorney