

INTERLOCAL AGREEMENT BETWEEN THE CITY OF FIFE, WASHINGTON
AND THE CITY OF FEDERAL WAY, WASHINGTON

FOR THE HOUSING OF INMATES IN THE FIFE JAIL

THIS INTERLOCAL AGREEMENT is dated effective this 1st of January 2010 by and between the City of Federal Way, Washington, a Municipal Corporation, and the City of Fife, Washington, a Municipal Corporation, each party having been duly organized and now existing under the laws of the State of Washington.

WITNESSETH:

WHEREAS, the Chief of Police for the City of Fife (hereinafter "Fife") is authorized by law to have charge and custody of the City of Fife Jail (hereinafter "Fife Jail"); and

WHEREAS, the City Manager for the City of Federal Way (hereinafter "Federal Way") is authorized by law to have charge and custody of Federal Way prisoners or inmates; and

WHEREAS, Federal Way wishes to designate the Fife Jail as a place of confinement for the incarceration of one or more inmates lawfully committed to its custody; and

WHEREAS, Fife desires to accept and keep in its custody such inmate(s) in the Fife Jail for a rate of compensation mutually agreed upon by the parties hereto; and

WHEREAS, RCW 39.34.08 and other Washington law, as amended, authorizes any city to enter into an interlocal agreement to permit another city to perform any governmental service, activity or undertaking which either city is authorized by law to perform; and

WHEREAS, the governing bodies of each of the parties hereto have determined to enter into the Agreement as authorized and provided for by RCW 39.34.080 and other Washington law, as amended;

NOW, THEREFORE, in consideration of the above and foregoing recitals, the payments to be made, the mutual promises and covenants herein contained, and for other good and valuable consideration, the parties hereto agree as follows:

1. **JAIL AVAILABILITY**

Fife shall make available for Federal Way inmates a minimum of ten (10) beds per day, and shall accept and house a minimum of ten (10) Federal Way inmates per day. Fife also agrees to make additional beds in excess of ten (10) available to Federal Way on a "first come, first served" or "space available" basis.

2. **COMPENSATION**

(a) **Rates.** The cost of Fife's care of all Federal Way inmates herein shall be \$67.00 per day, per bed/inmate, effective beginning January 1, 2010 through December 31st, 2011. The parties agree that Fife will not charge a separate booking fee in addition to such rates.

(b) **Minimum Charge.** The City of Federal Way agrees to commit to and pay for ten (10) beds per day, at the rate set forth in Section 2(a) above. Fife shall make any contracted bed not used by Federal Way available

for use by other agencies. If the bed is used by another agency then \$67.00 per bed for each day will be credited to Federal Way's bill as set forth in Section 2(c) below. Provided, however, Fife reserves the right to fill other empty beds in its facility before offering the Federal Way beds to other agencies.

(c) Billing and payment. Fife agrees to provide Federal Way with an itemized bill listing all names of inmates who are housed, the case/citation number, the number of days housed (including the date and time of booking and date and time of release), and the dollar amount due for each. The bill shall reflect the minimum charge provided for in Section 2(b) above, and charges for any inmates in excess of ten (10) inmates per day (under Section 1 above), less credit for all income received by Fife from other agencies for their use of the Federal Way's ten (10) contracted beds as provided for in Section 2 (b) above. Fife agrees to provide said bill by the 10th of each month. Federal Way agrees to make payment to Fife within thirty (30) days of receipt of such bill for the amount billed for the previous calendar month.

3. DURATION OF INMATE STAY/TYPES OF INMATES

At the time a person is presented to the Fife Jail for booking by a Federal Way officer, the Fife corrections staff will determine whether the suspect and/or prisoner will be accepted for booking. Fife reserves the right, in its sole discretion, to not accept persons injured, extremely ill, or exhibiting behavior that presents an obvious danger to the staff or other inmates. In the event a prisoner is not accepted for booking, Fife shall provide written notice (email is acceptable) to the Federal Way Jail Coordinator indicating why booking was declined.

(a) Duration of Inmate Stay. The parties agree that the maximum length of stay per inmate, including pre-and post-trial, may not exceed 30 consecutive calendar days.

(b) Types of Inmates accepted by Fife Jail. Fife will not accept female prisoners for booking into the Fife Jail until such time that Fife equips the Fife Jail to accommodate female prisoners. Federal Way may not book violent felons into the Fife Jail. "Violent felon" is defined as any person being held for suspicion, warrant, or arrest for any felony crime against a person. Federal Way may book nonviolent felons for a one-night stay provided that Federal Way transports any such nonviolent felons the following day to another jail facility.

(c) Collection of insurance information. Fife agrees to collect medical insurance information from inmates when they are booked into the Fife Jail pursuant to RCW 70.48.130.

4. RIGHT OF INSPECTION

Federal Way shall have the right to inspect, at all reasonable times, all of the Fife Jail in which Federal Way's inmates are confined in order to determine if such jail maintains standards of confinement acceptable to Federal Way and that such inmates therein are treated equally regardless of race, religion, color, creed or national origin; provided, however, that Fife shall be obligated to manage, maintain and operate its facilities consistent with all applicable federal, state and local laws and regulations.

5. FURLOUGHS, PASSES, AND WORK RELEASE

Fife agrees that no early releases or alternatives to incarceration, including furloughs, passes, work crews, electronic home detention, or work release shall be granted to any inmate housed pursuant to this Agreement without written authorization by the committing court. Provided, Fife shall be under no obligation to allow furloughs, passes, work crews, electronic home detention or work release.

6. INMATE ACCOUNTS AND VALUABLES

(a) Fife shall establish and maintain an account for each inmate received from Federal Way and shall credit to such account all money which is received and shall make disbursements, debiting such accounts in accurate amounts for the inmate's personal needs. Disbursements shall be made in limited amounts as are reasonably necessary for personal maintenance. At either the termination of this Agreement, the inmate's death,

or return to either Federal Way or indefinite release to the court, the inmate's money shall be transferred to the inmate's account in care of Federal Way. Upon release from incarceration, Fife shall return any remaining money to the prisoner.

(b) Fife shall receive and store property for Federal Way inmates. The property shall fit in a property bag such as a paper grocery bag or small clear plastic bag.

7. RESPONSIBILITY FOR OFFENDER'S CUSTODY

It shall be the responsibility of Fife to confine the inmate or inmates; to provide treatment, including the furnishing of subsistence and all necessary medical and hospital services and supplies; to provide for the inmates' physical needs; to make available to them programs and/or treatment consistent with the individual needs; to retain them in said custody; to supervise them; to maintain proper discipline and control; to make certain that they receive no special privileges and that the sentence and orders of the committing court in the State are faithfully executed; provided that nothing herein contained shall be construed to require Fife, or any of its agents, to provide treatment, facilities or programs for any inmates confined pursuant to this Agreement, which it does not provide for similar inmates not confined pursuant to this Agreement, or which are not otherwise required by law.

8. MEDICAL SERVICES

(a) Inmates from Federal Way shall receive and Fife shall arrange for such medical, psychiatric and dental treatment as may be necessary to safeguard their health while housed in the Fife Jail and shall notify Federal Way prior to any consultation for non-emergency outside services. Except for in-house routine minor medical services that can be treated by Fife Jail staff, Federal Way shall pay directly or reimburse Fife for all costs associated with the delivery of any medical, psychiatric and/or dental services provided to Federal Way inmates; provided that Federal Way has the option to remove inmates, if at Federal Way's discretion, it believes that another jail would be more appropriate for addressing the inmate's medical needs.

(b) Fife shall keep adequate records of all such services and said records shall be available for Federal Way's review at its request.

(c) Except in emergencies, Federal Way will be notified by contacting the Federal Way Police Department on duty supervisor or Commander at (253) 835-6851, prior to the inmate's transfer to a hospital and nothing herein shall preclude Federal Way from retaking the ill or injured inmate(s). Any emergency medical, psychiatric, or dental services shall be reported to Federal Way as soon as time permits.

(d) If inmates held on Federal Way charges are transported to a local hospital facility, the short term security of said inmates shall be the responsibility of the City of Fife. Short term security is defined as less than eight (8) hours.

(e) If inmates held on Federal Way domestic violence related charges or driving under the influence (DUI) charges are transported to a local hospital facility, the security of said inmates shall be the responsibility of the City of Fife.

9. DISCIPLINE

Fife shall have physical control over and power to execute disciplinary authority over all Federal Way inmates. However, nothing contained herein shall be construed to authorize or permit the imposition of a type of discipline prohibited by the Laws of the State of Washington.

10. RECORDS AND REPORTS

Fife shall keep all necessary and pertinent records concerning Federal Way inmates in the manner mutually agreed upon by the parties hereto. During an inmate's confinement in the Fife Jail, Federal Way shall upon request be entitled to receive and be furnished with copies of any report or record associated with said

inmate(s) incarceration.

11. REMOVAL FROM THE JAIL

A Federal Way inmate legally confined in the Fife Jail shall not be removed there from by any person without written authorization from Federal Way or by order of any court having jurisdiction. Fife agrees that no early releases or alternatives to incarceration, including furloughs, passes, work release, work crews or electronic home detention shall be granted to any inmate without written authorization from the committing court. This paragraph shall not apply to an emergency necessitating the immediate removal of the inmate for medical, dental, psychiatric treatment or other catastrophic condition presenting an imminent danger to the safety of the inmate or to other inmates or Fife Jail personnel. In the event of any such emergency removal, Fife shall inform Federal Way of the whereabouts of the inmate or inmates so removed, at the earliest practicable time, and shall exercise all reasonable care for the safekeeping and custody of such inmate or inmates.

12. ESCAPES

In the event any Federal Way inmate shall escape from Fife's custody, Fife will use all reasonable means to recapture the inmate. The escape shall be reported immediately to Federal Way. Fife shall have the primary responsibility for and authority to file escape charges and direct the pursuit and retaking of the inmate or inmates within its own jurisdiction. Any cost in connections therewith shall be chargeable to and borne by Fife; however, Fife shall not be required to expend unreasonable amounts to pursue and return inmates from other states or other countries.

13. DEATH OF AN INMATE

(a) In the event of the death of a Federal Way inmate, the Pierce County Coroner shall be notified. Federal Way shall receive copies of any records made at or in connection with such notification.

(b) Fife shall immediately notify Federal Way of the death of a Federal Way inmate, furnish information as requested and follow the instructions of Federal Way with regard to the disposition of the body. The body shall not be released except on written order of the appropriate officials of Federal Way. Written notice pertaining to the release shall be provided within three weekdays of receipt by Federal Way of notice of such death. All expenses relative to any necessary preparation of the body and shipment charges shall be paid by Federal Way. With Federal Way's consent, Fife may arrange for burial and all matters related or incidental thereto, and all such expenses shall be paid by Federal Way. The provisions of this paragraph shall govern only the relations between or among the parties hereto and shall not affect the liability of any relative or other person for the disposition of the deceased or for any expenses connected therewith.

(c) Federal Way shall receive a certified copy of the death certificate for any of its inmates who have died while in Fife's custody.

14. REMOVING OF INMATES

Upon request from Fife, Federal Way shall, at its expense, remove any Federal Way inmate not meeting the intake criteria outlined in part 3 above, within (4) hours after receipt of such request. In the event the confinement of any Federal Way inmate is terminated for any reason, Federal Way shall, at its expense, retake such inmate from the Fife Jail. In the event Fife requests a prisoner be removed, Fife shall provide written notice (email is acceptable) to the Federal Way Jail Coordinator indicating why Fife requested removal of the Inmate.

15. GOVERNING LAW

The parties hereto agree that, except where expressly otherwise provided, the laws and administrative rules and regulations of the State of Washington shall govern in any matter relating to an inmate(s) confined pursuant to the Agreement.

16. DURATION

This Agreement shall enter into full force and effect from January 1st, 2010, and end December 31st, 2011, subject to earlier termination as provided by Section 17 herein. This Agreement may be renewed for one year successive periods under such terms and conditions as the parties may determine. Nothing in the Agreement shall be construed to require Federal Way to house inmates in the Fife Jail continuously.

17. TERMINATION

(a) By either party. This Agreement may be terminated by written notice from either party to the other party delivered by regular mail to the contact person identified herein, provided that termination shall become effective sixty (60) working days after receipt of such notice. Federal Way agrees to remove any inmate(s) from the Fife Jail by the close of said sixty (60) day notice period.

(b) By Federal Way due to lack of funding. The obligation of Federal Way to pay Fife under the provision of this Agreement beyond the close of the current fiscal year (December 31, 2010) is expressly made contingent upon the appropriation, budgeting availability of sufficient funds by Federal Way. In the event that such funds are not budgeted, appropriated or otherwise made available for the purpose of payment under this Agreement at any time after December 31, 2010, then Federal Way shall have the option of terminating the Agreement upon written notice to Fife, except that all services provided to that point shall be compensated at the agreed rate. The termination of this Agreement for this reason will not cause any penalty to be charged to Federal Way.

(c) In the event of termination of this Agreement for any reason, Federal Way shall compensate Fife for prisoners housed by Fife after notice of such termination until Federal Way retakes its inmates. Compensation shall be paid in the same manner and at the same rates set forth under Section 2, just as if this agreement had not been terminated.

18. MAILING ADDRESSES

All notices, reports, and correspondence to the respective parties of this Agreement shall be sent to the following:

City of Fife: City of Fife
5411 23rd St E
Fife, WA 98424-2061

Contact Person: Steve Worthington, City Manager

City of Federal Way: City of Federal Way
33325 8th Ave. South
PO Box 9718
Federal Way, WA 98063-9718

Contact Person: Beth Meshkoff, Jail Coordinator

19. HOLD HARMLESS AND INDEMNIFICATION

Fife will assume the liability for the custody and care of Federal Way prisoners once they are in the custody of Fife. Fife shall defend, indemnify and hold Federal Way, 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 Federal Way and for any claims of false arrest or false imprisonment, for which

Federal Way shall defend, indemnify and hold Fife harmless, including reasonable attorneys fees. 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 Fife and Federal Way, its officers, officials, employees, and volunteers, Fife's liability hereunder shall be only to the extent of Fife's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes Fife'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.

20. MISCELLANEOUS

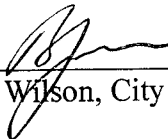
(a) Federal Way prisoners incarcerated in the Fife Jail pursuant to this Agreement shall be transported to Fife by and at the expense of Federal Way and shall be returned, if necessary, to Federal Way by Federal Way personnel and at Federal Way's expense. Fife is not responsible for transportation of Federal Way prisoners under this Agreement and shall be reimbursed by Federal Way for any actual expenses incurred in transport of an inmate if, in fact, transportation of an inmate by Fife becomes necessary.

(b) A copy of this agreement, once executed, will be filed with King County and Pierce County, as required by RCW 39.34.040.

(c) This Agreement replaces and supersedes all prior agreements between the Parties relating to jail services.

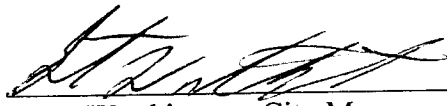
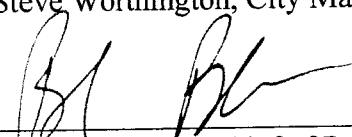
IN WITNESS WHEREOF, the above and foregoing Agreement has been executed in duplicate by the parties hereto and made effective on the day and year first above written:

CITY OF FEDERAL WAY

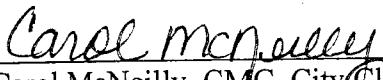
 11/03/2010

Brian Wilson, City Manager/Chief of Police


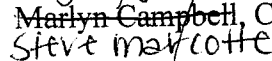
CITY OF FIFE

_____
Steve Worthington, City Manager
_____
Brad Blackburn, Chief of Police


ATTEST:

_____
Carol McNeilly, CMC, City Clerk


ATTEST:

_____
Marilyn Campbell, City Clerk-Treasurer
_____
Steve Maycotte

Approved as to Form:

_____
Patricia A. Richardson, City Attorney

Approved as to Form:

_____
Loren Combs, City Attorney
assistant city attorney