JAIL SERVICES AGREEMENT
BETWEEN
CITY OF FIFE AND CITY OF ORTING

1. **Date and Parties.** This Agreement, for reference purposes only, is dated the 28th day of December, 2012, and is entered into by and between the City of Fife, hereinafter referred to as "Fife", and the City of Orting, hereinafter referred to as "Orting", 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 action taken by its governing body on the 11th day of December, 2012. Orting is authorized to enter into this agreement by action taken by its governing body on the 28 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 Orting 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 Orting 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 Orting 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 Orting 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 Orting 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 Orting provide security for the prisoner during the time of hospitalization.

6. **Term.** The term shall commence on 1/1/13, and continue until December 31, 2015. Provided, however, either party may terminate this agreement at any quarter ending date without penalty, by giving the other party written notice of termination at least 90 days prior to the proposed quarter ending termination date. (Quarter ending dates are set forth in Exhibit A). Early termination shall not affect either party's obligations regarding payment for services, accounting, provision of services, defense and indemnity, or obligations incurred prior to the termination date.

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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 shall provide guaranteed Jail space for one Orting prisoner per day. Fife shall accept and house additional Orting prisoners on a space-available basis. Fife shall have discretion in determining whether or not space is available but shall make reasonable efforts to accommodate additional Orting prisoners. 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 refuse 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 for any of the reasons set forth in this section then Orting shall remove the prisoner within 90 minutes 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. Orting shall be responsible for all medical, dental or mental health costs incurred by or on behalf of a prisoner, including but not limited to prescriptions, appliances, supplies, emergency transport, hospitalization and health care professional service charges. Fife will bill Orting separately for health care services.

B. If Fife becomes aware that a Orting prisoner is in need of medical health care requiring the assistance of a medical health care services provider, then Fife shall make a reasonable effort to notify Orting prior to obtaining said service. If Orting is contacted and does not authorize Fife to obtain the service, then Orting shall within 90 minutes pick up the prisoner from the Jail. If, after making a reasonable effort to notify Orting of the need for medical health care services, Fife is unable to notify Orting, then Fife may obtain the medical heath care services at Fife's discretion, without prior notice. Provided, in the case of emergency, Fife is not required to make any effort to notify Orting before the medical health care services are provided.

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

D. Fife shall keep adequate record of all health care services provided under the terms of this section in accordance with applicable laws, and will allow Orting to review those records upon request.

10. **Cost for Services.**

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A. Orting shall pay for the quarterly guaranteed bed days set forth in Exhibit A at the rates and amounts set forth in Exhibit A. Orting shall pay for the quarterly guaranteed number of bed days even if Orting fails to utilize all of the guaranteed bed days for the quarter. Unused bed days do not roll over to the next quarter. If Orting reaches the guaranteed bed day number for a particular quarter prior to the end of the quarter, the rate for any addition bed days shall be the City's daily rate of $63.00 (the "Daily Rate"). A bed day shall mean housing of one prisoner for one calendar day, or any portion thereof. The Daily Rate may be increased annually by Fife. Fife shall provide written notice to Orting at least 30 days before the effective date of any increase.

B. In addition, for housing paid by Orting at the Daily Rate, Orting shall also pay to Fife, a portion of the booking fee authorized by RCW 70.48.390. The Orting portion of the booking fee shall be $20.00. The booking fee and Orting's portion thereof may be increased annually by Fife. Fife shall provide written notice to Orting at least 30 days before the effective date of any increase.

C. At the end of each quarter, Fife shall provide Orting with an itemized bill for housing Orting prisoners and Orting's portion of booking fees for the quarter. Orting agrees to make full payment to Fife with 30 days of receipt of such bill.

11. **Accounting.** Fife shall provide a quarterly summary to the appropriate officers of Orting, setting forth in detail the number of prisoner days and number of bookings for which Orting was responsible in the preceding quarter, including the prisoners and the costs incurred for each prisoner pursuant to the terms of this agreement. Orting, 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 Orting prisoners.

12, **Defense and Indemnity Agreement.**

A. Fife agrees to indemnify and hold Orting harmless, including attorneys fees and other costs of defense, from any and all claims, of whatsoever kind or nature, to the extent 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 Orting or any officer, agent or employee thereof.

B. Orting 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, to the extent arising from acts or omissions of Orting, its officers, or employees, including, but not limited to claims alleging false imprisonment for any Orting prisoner, unless said claim for false imprisonment arises for imprisonment after Fife has been directed by Orting to release an Orting 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

Fife Orting

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 insist 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 the Orting City Administrator for mediation and/or settlement. No civil action with respect to any dispute, claim or controversy arising out of or relating to this agreement may be commenced until the dispute, claim, or controversy has been submitted to a mutually agreeable mediator. The parties agree that they will participate in the mediation in good faith, and that they will each pay one-half (1/2) of a mediator'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 City of Fife 5411 23rd Street East Fife, WA 98424
With a copy to:	Chief of Police City of Fife Police Department 3737 Pacific Highway East Fife, WA 98424 Loren D. Combs VSI Law Group, PLLC 3600 Port of Tacoma Road, Suite 311 Tacoma, WA 98424
ORTING:	City Administrator City of Orting 110 Train St SE PO Box 489 Orting, WA 98360
With a copy to:	Chief of Police Orting Police Department 401 Washington Ave SE / PO Box 489 Orting, WA 98360

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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

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the 20th day of December, 2012.

City of Fife

By: _____
David K. Zabell, City Manager

Attest:

_____
Carol Etgen, City Clerk

Approved as to Form:

_____
Gregory F. Amann, Assistant City Attorney

City of Orting

By: _____
Cheryl Tempe, Mayor

Attest:

_____
City Administrator
Mark Bethune

Approved as to Form:

_____
CITY ATTORNEY

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Exhibit "A" to Agreement

Quarter Ending On	Guaranteed Contract Bed Days	Compensation Due
March 31st, 2013	90 Bed Days billed at $59.00 per bed day	$5,310 + any extra bed days
June 30th, 2013	91 Bed Days billed at $59.00 per bed day	$5,369 + any extra bed days
September 30th, 2013	92 Bed Days billed at $59.00 per bed day	$5,428 + any extra bed days
December 31st, 2013	92Bed Days billed at $59.00 per bed day	$5,428 + any extra bed days

Quarter Ending On	Guaranteed Contract Bed Days	Compensation Due
March 31st, 2014	90 Bed Days billed at $59.00 per bed day	$5,310 + any extra bed days
June 30th, 2014	91 Bed Days billed at $59.00 per bed day	$5,369 + any extra bed days
September 30th, 2014	92 Bed Days billed at $59.00 per bed day	$5,428 + any extra bed days
December 31st, 2014	92 Bed Days billed at $59.00 per bed day	$5,428 + any extra bed days

Quarter Ending On	Guaranteed Contract Bed Days	Compensation Due
March 31st, 2015	90 Bed Days billed at $59.00 per bed day	$5,310 + any extra bed days
June 30th, 2015	91 Bed Days billed at $59.00 per bed day	$5,369 + any extra bed days
September 30th, 2015	92 Bed Days billed at $59.00 per bed day	$5,428 + any extra bed days
December 31st, 2015	92 Bed Days billed at $59.00 per bed day	$5,428+ any extra bed days

All extra bed days shall be billed at the Daily Rate.

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