

**JAIL SERVICES AGREEMENT  
BETWEEN  
CITY OF FIFE AND CITY OF ORTING**

1. **Date and Parties.** This Agreement, for reference purposes only, is dated the 1st day of January 2016, 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 Jail Service User ("JSU"), 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 No. 1539. The JSU is authorized to enter into this agreement by action taken by its governing body on the 1st day of January, 2016.


3. **General Recitals.** Fife currently owns and operates a jail (the "Jail") and contracts with other jurisdictions to house Fife prisoners in the other jurisdictions' jails. In order to assist other jurisdictions with their jail needs Fife is willing to house JSU 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 JSU 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 all applicable federal, state, and local laws and regulations. A prisoner shall become the responsibility of Fife at the point that the prisoner is booked into the Jail. Fife may confine JSU prisoners, on an as needed basis under this agreement, in jails of other jurisdictions with which Fife contracts.

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 JSU 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 9, 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 the JSU 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 JSU provide security for the prisoner during the time of hospitalization.

6. **Term.** The term shall commence on 1 January 2016, and continue until 31 December 2016. 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. Following the end of the initial term, the Agreement shall automatically renew for the same length as the initial term unless either party provides written notice to the other party at least sixty (60) days prior to the end of the initial term, or any renewal term, of its intention to terminate the Agreement. Termination shall not affect either party's obligations regarding

  
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payment for services, accounting, provision of services, defense and indemnity, or 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 the JSU 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. The JSU 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 shall not be responsible for arranging for prisoner transportation to or from non-emergency medical, mental or dental appointments or treatment, and Prisoner transportation for such treatment shall be the responsibility of the JSU. Fife shall provide the JSU with at least 24 hours notice of any non-emergency off-site medical, mental or dental appointments.

B. If Fife becomes aware that a JSU 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 JSU prior to obtaining said service. If JSU is contacted and does not authorize Fife to obtain the service, then JSU shall within one hour pick up the prisoner from the Jail. If, after making a reasonable effort to notify JSU of the need for medical health care services, Fife is unable to notify JSU, then Fife may obtain the medical health care services as Fife's discretion, without prior notice. Provided, in the case of emergency, Fife may notify JSU after the service has been provided. Lack of prior notice shall not excuse the JSU from financial responsibility for related medical expenses, and shall not be a basis for imposing financial responsibility for related medical expenses on Fife.

C. Fife shall not be responsible for accompanying the JSU prisoner or otherwise providing security while the JSU prisoner is receiving off-site medical, mental, or dental treatment.

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

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

10. **Cost for Services.** The JSU shall pay to Fife, within 30 days of being invoiced by Fife, the cost for housing and providing health care to a JSU prisoner. The cost for housing a JSU prisoner shall be \$98.00 per day, or any portion thereof ("Daily Rate"). A day shall be a calendar day. Effective January 1, 2017 and on January 1<sup>st</sup> of each successive year while this Agreement is in effect, the Daily Rate shall be increased by an amount equal to 100% of the increase in the CPI-W Seattle-Tacoma-Bremerton Index as measured for the prior 12 month period beginning and ending in June and as published by the U.S. Department of Labor.

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

12. **Court Transportation.** The JSU shall be responsible for providing transportation of JSU prisoners to and from JSU courts.


13. **Defense and Indemnity Agreement.**

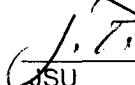
A. Fife agrees to indemnify and hold JSU harmless, including attorneys' fees and other costs of defense, from any and all claims, of whatsoever kind or nature, arising from acts or omissions of Fife, its officers, or employees in operating the Jail, provided said claim does not arise out of or in any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

B. JSU 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 JSU, its officers, or employees, including, but not limited to claims alleging false imprisonment for any JSU prisoner, unless said claim for false imprisonment arises for imprisonment after Fife has been directed by JSU to release a JSU prisoner and Fife fails to do so.

14. **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.

15. **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

  
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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 JSU'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 principal 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.

16. **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 23<sup>rd</sup> 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

JSU:                        City of Orting City Clerk  
                                  POB 489  
                                  401 Washington Ave SE  
                                  Orting, WA 98360

With a copy to:        City of Orting Police Dept  
                                  POB 489  
                                  401 Washington Ave SE  
                                  Orting, WA 98360

17. **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.

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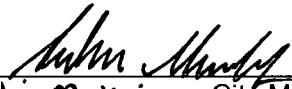
18. **Invalid Provisions.** Should any provisions of this agreement be held invalid, the remainder of the agreement shall remain in effect.

19. **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 1 day of January, 2016.

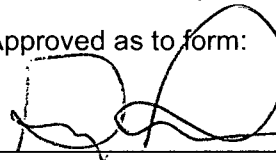
CITY OF FIFE

JSU

By:   
Subir Mukerjee, City Manager

By:   
City Mayor

Approved as to form:



Approved as to form:

