

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

1. **Date and Parties.** This Agreement, is entered into by and between the City of Fife, hereinafter referred to as "Fife", and the City of Pacific, 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.

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 4 January 2016, and continue until December 31, 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 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 duly authorized representatives of the parties hereto and such amendments shall take effect as provided in such amendment. 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.



Fife

JSU

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.

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 attorney's 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.

C. In the event of concurrent 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 JSU, then each party's liability shall be only to the extent of that party's negligence.

D. It is further specifically and expressly understood that the indemnity provided in this section is intended to constitute a waiver of each Party's immunity under industrial insurance, Title 51 RCW, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The provisions of this Section 13, shall survive the termination or expiration of this Agreement.

14. **Insurance.**

The parties shall procure and maintain for the duration of this Agreement, insurance on a "per occurrence" basis, against claims for injuries to persons or damage to property which may arise

from or in connection with the performance of this Agreement by Fife, its agents, representatives or employees, and JSU, its agents, representatives and employees.

A. Minimum scope of insurance. Each party shall obtain insurance of the types described below:

1. Automobile Liability Insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability Insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract.

3. Worker's Compensation coverage as required by the Industrial Insurance laws of the State of Washington and Employer's Liability Insurance.

4. The City of Fife's membership in Washington Cities Insurance Authority satisfies the requirements under the Commercial General Liability and Automobile Liability insurance sections.

B. Minimum amounts of insurance. Each party shall maintain the following insurance limits:

1. Automobile liability insurance with a minimum combined single limit for bodily injury or property damage of \$1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.

3. Employer's Liability insurance each accident \$1,000,000; Employer's liability disease each employee \$1,000,000; and Employer's Liability Disease Policy Limit \$1,000,000.

C. Other insurance provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability Insurance:

1. Each party's insurance shall be primary as respects the other party. Any insurance, self- insurance, or insurance pool coverage maintained by each party shall be in excess of the other party's insurance, and shall not contribute with it.

2. Each party's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

3. Pacific will not waive its right to subrogation against Fife. Fife's insurance shall be endorsed acknowledging that Pacific will not waive its right to subrogation.

  
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Fife

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JSU

5. Verification of coverage. The parties shall furnish each other with an Evidence of Coverage letter, evidencing the insurance requirements of each party, before initiation of any performance of this Agreement.

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 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, shall be addressed either through mediation or enforcement of this Agreement in Pierce County Superior Court, or both. The substantially prevailing party in such litigation shall be entitled to receive reimbursement of its reasonable attorneys' fees, expert witness fees and costs.

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 Pacific  
Mayor Leanne Guier  
100 - 3<sup>rd</sup> Avenue S.E.  
Pacific, WA 98047

With a copy to: Carol Morris

  
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Fife

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