

FIFTH AMENDMENT TO AGREEMENT FOR INMATE HOUSING

THIS FIFTH AMENDMENT TO AGREEMENT FOR INMATE HOUSING (hereinafter "FIFTH AMENDMENT"), dated October 15, 2015, is made and entered into by and between the **SOUTH CORRECTIONAL ENTITY**, a governmental administrative agency formed pursuant to RCW 39.34.030(3) ("SCORE") and the **CITY OF FIFE**, a municipal corporation organized under the laws of the State of Washington (hereinafter the "FIFE," and together with SCORE, the "Parties" or individually a "Party"), and amends that certain Agreement for Inmate Housing dated February 27, 2013, as amended on February 1, 2014 and on December 1, 2014, July 1, 2015, and September 16th (as amended, the "Original Agreement").

WHEREAS, the Parties entered into the Original Agreement for the purpose of establishing the terms and conditions pursuant to which the City will transfer custody of certain inmates to SCORE to be housed at the SCORE correctional facility (the "Facility"); and

WHEREAS, the Parties now desire to amend the Original Agreement to authorize a new rate structure for inmate housing at the Facility;

NOW, THEREFORE, the Parties hereto agree as follows:

Section 1.01 Amendments to Original Agreement.

Section II (C) of the Original Agreement shall be replaced in its entirety with the following:

C) Term. The term of this Agreement shall commence on January 1, 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. Early termination shall not affect either party's obligation regarding payment for services, accounting, defense and indemnity for services previously provided, and obligation incurred prior to the termination date.

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment, all as of the day and year first above mentioned.

CITY OF FIFE

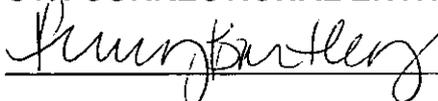
By 

ATTEST:

By 

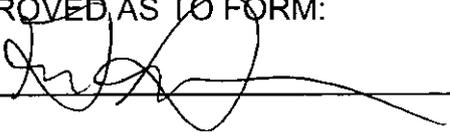
City Clerk

SOUTH CORRECTIONAL ENTITY

By 

Penny Bartley, Director

APPROVED AS TO FORM:

By  _____

City Attorney

AMENDMENT TO AGREEMENT FOR INMATE HOUSING RATES IN 2016

THIS AMENDMENT TO INTERLOCAL AGREEMENT FOR INMATE HOUSING dated as of SEPTEMBER 16th, 2015 (hereinafter "Amendment to Original Agreement") is made and entered into by and between the **South Correctional Entity**, a governmental administrative agency formed pursuant to RCW 39.34.030(3) ("SCORE") and CITY OF FIFE (hereinafter the "City" and together with SCORE, the "Parties" or individually a "Party"). This Amendment to Original Agreement is intended to supplement and amend that certain Agreement for Inmate Housing between the Parties dated FEBRUARY 27, 2013 as it may have been previously amended (the "Original Agreement"). The Parties hereto mutually agree as follows:

1. **2016 Bed Rates.** Section 27 (Bed Rate) of the Original Agreement is hereby amended to include the following guaranteed and non-guaranteed bed rates for inmate housing:

2016 Guaranteed Bed Rate: \$105
2016 Non-Guaranteed Bed Rate: \$157

2. **Specialty Housing Surcharge.** Section 28 (Specialty Housing Surcharge) of the Original Agreement is hereby removed in its entirety.

3. **Effective Date; Execution.** The bed rates provided for in Section 1 of this Amendment to Original Agreement shall become effective January 1, 2016. This Amendment to Original Agreement may be executed in any number of counterparts.

4. **Ratification and Confirmation.** All other terms and conditions of the Original Agreement are hereby ratified and confirmed.

IN WITNESS WHEREOF, the Parties have executed this Amendment to Original Agreement as of the date first mentioned above.

Agency:

South Correctional Entity

By: 

By: 

Name: SUBIR MUKERJEE
Title: CITY MANAGER

Name: Penny Bartley
Title: Director

THIRD AMENDMENT TO AGREEMENT FOR INMATE HOUSING

THIS THIRD AMENDMENT TO AGREEMENT FOR INMATE HOUSING (hereinafter "THIRD AMENDMENT"), dated July 1, 2015, is made and entered into by and between the **SOUTH CORRECTIONAL ENTITY**, a governmental administrative agency formed pursuant to RCW 39.34.030(3) ("SCORE") and the **CITY OF FIFE**, a municipal corporation organized under the laws of the State of Washington (hereinafter the "FIFE," and together with SCORE, the "Parties" or individually a "Party"), and amends that certain Agreement for Inmate Housing dated February 27, 2013, as amended on February 1, 2014 and on December 1, 2014 (as amended, the "Original Agreement").

WHEREAS, the Parties entered into the Original Agreement for the purpose of establishing the terms and conditions pursuant to which the City will transfer custody of certain inmates to SCORE to be housed at the SCORE correctional facility (the "Facility"); and

WHEREAS, the Parties now desire to amend the Original Agreement to authorize a new rate structure for inmate housing at the Facility;

NOW, THEREFORE, the Parties hereto agree as follows:

Section 1.01 Amendments to Original Agreement.

Section G of the Original Agreement shall be replaced in its entirety with the following:

G. Cost For Services

1. Fife shall pay to SCORE, within 30 days of being invoiced by SCORE, the cost for housing and providing health care to a Fife prisoner. Fife selects one (1) of the following billing options for the housing Fife inmates:

Option 1 - _____ (initial selection if opting for guaranteed rates)

\$97.00 per day, based upon a guarantee of 35 inmates per day, or any portion thereof.

Option 2 - *Handwritten mark* (initial selection if opting for non-guaranteed rates)

\$145.00 per day, based upon a non-guaranteed daily rate.

Additionally, inmates housed in segregation housing, to include medical, mental health, or other housing as determined by SCORE, shall be subject to an additional \$50.00 daily fee. A day shall be a calendar day. This daily rate shall be considered an "inclusive rate" with the exception of third-party medical care, or provision of certain pharmaceuticals as identified in Section F(1) of this Agreement.

Section 1.02. Effective Date of Rate Modification. The Parties hereby agree that the rate amendments set forth in Section 1.01 of this Third Amendment shall be

effective beginning July 1, 2015 through December 31, 2015 unless otherwise agreed to by the Parties.

Section 1.04. Term. The term of the Original Agreement, as amended by this Second Amendment, shall continue until December 31, 2015 unless otherwise agreed to by the Parties.

Section 1.05. Defined Terms; Survival of Provisions. Capitalized terms not otherwise defined in this Second Amendment shall have the meanings set forth in the Original Agreement. Except to the extent modified by this Third Amendment, the terms of the Original Agreement are hereby ratified and confirmed and shall continue in full force and effect until the expiration or termination of the Original Agreement in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment, all as of the day and year first above mentioned.

CITY OF FIFE

By 

ATTEST:

By 

City Clerk

APPROVED AS TO FORM:

By 

City Attorney

SOUTH CORRECTIONAL ENTITY

By 

Penny Bartley, Director

SECOND AMENDMENT TO AGREEMENT FOR INMATE HOUSING

THIS SECOND AMENDMENT TO AGREEMENT FOR INMATE HOUSING (hereinafter "SECOND AMENDMENT"), dated December 1, 2014, is made and entered into by and between the **SOUTH CORRECTIONAL ENTITY**, a governmental administrative agency formed pursuant to RCW 39.34.030(3) ("SCORE") and the **CITY OF FIFE**, a municipal corporation organized under the laws of the State of Washington (hereinafter the "FIFE," and together with SCORE, the "Parties" or individually a "Party"), and amends that certain Agreement for Inmate Housing effective for the period January 1, 2015 through December 31, 2015 by and between the Parties, as amended (the "Original Agreement").

WHEREAS, the Parties entered into the Original Agreement for the purpose of establishing the terms and conditions pursuant to which the City will transfer custody of certain inmates to SCORE to be housed at SCORE's correctional facility (the "Facility"); and

WHEREAS, the Parties now desire to amend the Original Agreement to authorize a new rate structure for inmate housing at the Facility; and

NOW, THEREFORE, the Parties hereto agree as follows:

Section 1.01 Amendments to Original Agreement.

The existing Section G shall be replaced in its entirety with the following:

G. Cost For Services

1. Fife shall pay to SCORE, within 30 days of being invoiced by SCORE, the cost for housing and providing health care to a Fife prisoner. Fife selects one (1) of the following billing options for the housing Fife inmates:

Option 1 - *MM* (initial selection if opting for guaranteed rates)

\$97.00 per day, based upon a guarantee of 35 inmates per day, or any portion thereof.

Option 2 - _____ (initial selection if opting for non-guaranteed rates)

\$145.00 per day, based upon a non-guaranteed daily rate.

Additionally, inmates housed in segregation housing, to include medical, mental health, or other housing as determined by SCORE, shall be subject to an additional \$50.00 daily fee. A day shall be a calendar day. This daily rate shall be considered an "inclusive rate" with the exception of third-party medical care, or provision of certain pharmaceuticals as identified in Section F(1) of this Agreement.

Section 1.02. Effective Date of Rate Modification. The Parties hereby agree that the rate amendments set forth in Section 1.01 of this First Amendment shall be effective beginning January 01, 2015.

Section 1.04. Survival of Provisions. Except to the extent modified by this First Amendment, the terms of the Original Agreement shall continue in full force and effect until the expiration or termination of the Original Agreement in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment, all as of the day and year first above mentioned.

CITY OF FIFE

By 

ATTEST:

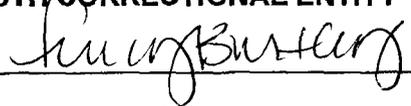
By 
City Clerk

APPROVED AS TO FORM:

By 

City Attorney

SOUTH CORRECTIONAL ENTITY

By 

Penny Bartley, Director

FIRST AMENDMENT TO AGREEMENT FOR INMATE HOUSING

THIS FIRST AMENDMENT TO AGREEMENT FOR INMATE HOUSING (hereinafter "FIRST AMENDMENT"), dated February 1, 2014, is made and entered into by and between the **SOUTH CORRECTIONAL ENTITY**, a governmental administrative agency formed pursuant to RCW 39.34.030(3) ("SCORE") and the **CITY OF FIFE**, a municipal corporation organized under the laws of the State of Washington (hereinafter the "FIFE," and together with SCORE, the "Parties" or individually a "Party"), and amends that certain Agreement for Inmate Housing effective for the period February 27, 2013 through December 31, 2014 by and between the Parties, as amended (the "Original Agreement").

WHEREAS, the Parties entered into the Original Agreement for the purpose of establishing the terms and conditions pursuant to which the City will transfer custody of certain inmates to SCORE to be housed at SCORE's correctional facility (the "Facility"); and

WHEREAS, the Parties now desire to amend the Original Agreement to authorize a new rate structure for inmate housing at the Facility; and

NOW, THEREFORE, the Parties hereto agree as follows:

Section 1.01 **Amendments to Original Agreement.**

The existing Section G shall be replaced in its entirety with the following:

G. Cost For Services

1. Fife shall pay to SCORE, within 30 days of being invoiced by SCORE, the cost for housing and providing health care to a Fife prisoner. The cost for housing a Fife prisoner shall be \$83.00 per day, or any portion thereof. Additionally, inmates in segregation housing, to include medical, mental health, or other housing as determined by SCORE, shall be subject to an additional \$25.00 daily fee. A day shall be a calendar day. This daily rate shall be considered an "inclusive rate" with the exception of third-party medical care, or provision of certain pharmaceuticals as identified in Section F(1) of this Agreement. This rate may be evaluated periodically by SCORE. SCORE may, from time to time, increase the rate of services hereunder by providing written notice to Fife of such increase at least 90 days before the effective date of the proposed increase. The parties herby agree to execute an amendment to this Agreement reflecting the new rate.

Section 1.02. Effective Date of Rate Modification. The Parties hereby agree that the rate amendments set forth in Section 1.01 of this First Amendment shall be effective beginning February 01, 2014.

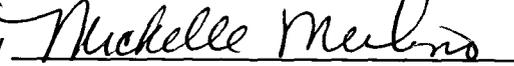
Section 1.04. Survival of Provisions. Except to the extent modified by this First Amendment, the terms of the Original Agreement shall continue in full force and effect until the expiration or termination of the Original Agreement in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment, all as of the day and year first above mentioned.

CITY OF FIFE

By 

ATTEST:

By 

Acting City Clerk

APPROVED AS TO FORM:

By 

City Attorney

SOUTH CORRECTIONAL ENTITY

By 

Penny Bartley, Director

FIRST AMENDMENT TO AGREEMENT FOR INMATE HOUSING

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WHEREAS, the Parties entered into the Original Agreement for the purpose of establishing the terms and conditions pursuant to which the City will transfer custody of certain inmates to SCORE to be housed at SCORE's correctional facility (the "Facility"); and

WHEREAS, the Parties now desire to amend the Original Agreement to authorize a new rate structure for inmate housing at the Facility; and

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Section 1.02. Effective Date of Rate Modification. The Parties hereby agree that the rate amendments set forth in Section 1.01 of this First Amendment shall be effective beginning February 01, 2014.

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IN WITNESS WHEREOF, the parties hereto have executed this First Amendment, all as of the day and year first above mentioned.

CITY OF FIFE

By 

ATTEST:

By 

SOUTH CORRECTIONAL ENTITY

By 

Penny Bartley, Director

Acting City Clerk

APPROVED AS TO FORM:

By 

City Attorney

**INTERLOCAL AGREEMENT BETWEEN
City of Fife and SCORE for
JAIL SERVICES**

This Agreement (hereinafter "Agreement"), effective the 27th day of February, 2013, and is entered into by and between the City of Fife, a Washington State Municipal Corporation, hereinafter referred to as "FIFE", and the South Correctional Entity, a governmental administrative agency formed pursuant to RCW 39.34.030(3) hereinafter referred to as "SCORE", under and pursuant to the provisions of Chapters 70.48.090 and 39.34.080 of the Revised Code of Washington.

I. PURPOSE

WHEREAS, SCORE currently owns and operates a jail (the "Jail"). In order to assist other jurisdictions with their jail needs SCORE is willing to house prisoners from other jurisdictions; and

WHEREAS, Fife desires to utilize the opportunity to house its prisoners in the Jail owned and operated by SCORE; and

WHEREAS, the Parties to this Agreement each have the power and authority to perform the activity of operating a jail and confining prisoners therein; and

WHEREAS, SCORE will furnish its facilities and personnel for the confinement of Fife's prisoners in the same manner and to the same extent as SCORE furnishes said services for confinement of other jurisdictions.

NOW THEREFORE, it is agreed that the forgoing Purpose statement and corresponding recitals are hereby ratified and accepted as part of this Agreement. It is further agreed, that:

II. AGREEMENT

A. **Services to be Provided.** SCORE will furnish its facilities and personnel for the confinement of Fife prisoners in the same manner and to the same extent as SCORE furnishes said services for confinement for other contract jurisdictions. The Jail shall be operated in accordance with the Standards of Operating Procedures (SOP) enacted by SCORE and guidelines set forth by the State of Washington. A copy of the SOP will be made available to Fife upon request. A prisoner shall become the responsibility of SCORE at the point that the prisoner is booked into the Jail.

B. **Prisoner Release.** SCORE will not release a prisoner from its facility, except at the end of the commitment term provided in the commitment order received at the time of booking, unless he or she is released to a Fife police officer, or unless a court order is received mandating the release. SCORE may utilize the prisoner on work details where the prisoner remains under the direct supervision of a corrections officer. SCORE may remove the prisoner for medical, dental, or mental health care services, under the provisions of Section II(H) of this Agreement, or in the case of an emergency condition presenting an imminent danger to the

Inter-Local Agreement for Jail Services between
The City of Fife and the South Correctional Entity (SCORE)



Fife Initials



SCORE Initials

safety of the prisoner, prison population, or SCORE personnel. In the event of such emergency removal SCORE shall inform Fife 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 SCORE may request that Fife provide security for the prisoner during the time of hospitalization. A prisoner shall become the responsibility of Fife at the point that the prisoner is released to Fife.

C. **Term.** The term of this Agreement shall commence on the effective date of this Agreement, and continue until December 31, 2014. 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. Early termination shall not affect either party's obligation regarding payment for services, accounting, defense and indemnity for services previously provided, and obligations incurred prior to the termination date.

D. **Amendments.** This Agreement may be amended from time to time in writing at any time by mutual consent of the parties hereto and such amendment 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.

E. **Bed Space Availability.** SCORE provides Jail space on a space-available basis. This Agreement does not provide for guaranteed bed space. SCORE shall have sole and unfettered discretion in determining whether or not space is available. No prisoner may be housed in the SCORE jail for a longer period of time than is authorized by Washington State law. SCORE reserves the right to refuse to accept a prisoner, or to continue to house a prisoner if the prisoner, in the opinion of SCORE 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 SCORE personnel or other prisoners. If SCORE requests that a prisoner be removed then Fife shall remove the prisoner within two hours after being notified that the prisoner must be removed.

F. **Health Care.**

1. SCORE 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. SCORE provides medical health care workers through an outside contractor, thus, SCORE will arrange for all medical health care services either in-house or by third-party providers. Medical services provided within the SCORE facility are included in the daily rate except for pharmaceuticals prescribed for the treatment of Hepatitis, HIV, or biologics which are not covered in the daily rate. Fife shall be responsible for all medical, dental or mental health costs incurred by or on behalf of a Fife prisoner including but not limited to prescriptions, appliances, supplies, emergency transport, hospitalization and health care professional service charges.

2. If SCORE becomes aware that a Fife prisoner is in need of medical health care requiring the assistance of a medical health care services provider, then SCORE shall make reasonable effort to notify Fife prior to obtaining said service. If Fife is contacted and does not authorize SCORE to obtain the service, then Fife shall within one hour pick up the prisoner from the Jail. Provided, in the case of emergency, SCORE may notify Fife after the service has been provided.

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

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

G. Cost for Services.

1. Fife shall pay to SCORE, within 30 days of being invoiced by SCORE, the cost for housing and providing health care to a Fife prisoner. The cost for housing a Fife prisoner shall be \$73.00 per day, or any portion thereof. A day shall be a calendar day. This rate shall be considered an "inclusive rate" with the exception of third-party medical care, or provision of certain pharmaceuticals as identified in Section F(1) of this Agreement. This rate may be evaluated periodically by SCORE. SCORE may, from time to time, increase the rate for services hereunder by providing written notice to Fife of such increase at least 90 days before the effective date of a proposed increase. The parties hereby agree to execute an amendment to this Agreement reflecting the new rate prior to the effective date of the increase.

H. **Accounting.** SCORE shall provide a monthly summary to Tony Petersen, Fife Municipal Court, 3737 Pacific Hwy East, Fife, Washington 98424, 253-896-8179, setting forth in detail the number of prisoner days and number of bookings for which Fife was responsible in the preceding month, including the prisoners and the costs incurred for each prisoner pursuant to the terms of this Agreement. Fife, upon reasonable notice and during regular business hours, shall have the right to review all books of accounts, dockets, and records of SCORE pertaining to the confinement of Fife prisoners. Fife may the person or address for sending the monthly summary at any time upon written notice to SCORE.

I. Defense and Indemnity Agreement.

1. SCORE 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 SCORE, 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 Fife or any officer, agent or employee thereof.

2. Fife agrees to indemnify and hold SCORE 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, including, but not limited to claims alleging false imprisonment for any Fife prisoner, unless said claim for false imprisonment arises for imprisonment after SCORE has been directed by Fife to release a Fife prisoner and SCORE fails to do so.

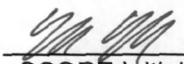
3. SCORE and the City hereby waive, as to each other only, their immunity from suit under industrial insurance, Title 51 RCW. This waiver of immunity was mutually negotiated by the parties hereto.

The provisions of this section shall survive any termination or expiration of this Agreement.

Inter-Local Agreement for Jail Services between
The City of Fife and the South Correctional Entity (SCORE)



Fife Initials



SCORE Initials

J. **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.

K. **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 SCORE Director 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 principle 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.

L. **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	SCORE Director
Dave Zabell 5411 23 rd Street East Fife, WA 98424	Penny Bartley 20817 17 th Ave. South De Moines, WA 98198

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
 3600 Port of Tacoma Road, # 311
 Tacoma, WA 98424-1042

Inter-Local Agreement for Jail Services between
 The City of Fife and the South Correctional Entity (SCORE)



 Fife Initials



 SCORE Initials

M. **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.

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

O. **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.

P. **Filing of Agreement.** Prior to its effective date this Agreement shall be filed and/or posted as required in chapter 39.34 RCW.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 27th day of February, 2013.

South Correction Entity

Mike Martin
Denis Law, Presiding Officer of the
Administrative Board of the South Correctional Entity
Mike Martin, Vice Presiding Officer

CITY OF FIFE

By: David K. Zabell
David K. Zabell, City Manager

Attest:

Carol Etgen
Carol Etgen, City Clerk

Approved as to Form:

Gregory F. Amann
Gregory F. Amann, Assistant City Attorney