



State of Washington
Department of Corrections

Contract No. COCO7045
Amendment No. 4

This Amendment is made by the state of Washington, Department of Corrections, hereinafter referred to as Department, and City of Fife Police Department, hereinafter referred to as the Contractor, for the purpose of amending the above-referenced Contract, heretofore entered into between the Department and the Contractor.

WHEREAS the purpose of this contract amendment is to extend the Term and update the Contact Persons;

NOW THEREFORE, in consideration of the terms and conditions contained herein, or attached and incorporated and made a part hereof, the Department and Contractor agree as follows:

Section 5 is amended, in part, as follows:

5. Term: This agreement shall take effect upon execution and shall continue in effect until ~~((July 31, 2015))~~ July 31, 2017. Such term may be extended by the mutual agreement of the parties. Either party may terminate this Agreement by giving not less than ninety (90) days written notice to the other.

Section 7 is amended, in part, as follows:

7. Contact Persons: The parties stipulate that the following persons shall be the contact person for their respective jurisdiction.

A. ~~((Brad Blackburn))~~ Mark Mears, Chief of Police, 3737 Pacific Highway E, Fife, WA 98424, (253) 896-8241, ~~((bblackburn@cityoffife.org))~~ mmears@cityoffife.org.

B. ~~((Eleanor Vernell))~~ Kristine Skipworth, Field Administrator, 1016 S 28th St., Tacoma, WA 98409, ~~((253) 680-2701))~~ (253) 680-2778, ~~((edvernell@doc1.wa.gov))~~ kmskipworth@doc1.wa.gov.

Additions to this text are shown by underline and deletions by ~~((strikeout))~~. All other terms and conditions remain in full force and effect. The effective date of this amendment is August 1, 2015.

THIS CONTRACT AMENDMENT, consisting of one (1) page, is executed by the persons signing below who warrant that they have the authority to execute the contract.

CONTRACTOR

DEPARTMENT OF CORRECTIONS

Mark J. Mears
(Signature)
MARK J. MEARS
(Printed Name)
Chief of Police
(Title)
8-17-2015
(Date)

Gary Banning
(Signature)
Gary Banning
(Printed Name)
Contracts Administrator
(Title)
8/19/15
(Date)

Approved as to Form:
This amendment format was approved
by the office of the Attorney General.
Approval on file.

State of Washington



Department of Corrections

Contract No. K8093

Amendment No. 1

This Amendment is made by the state of Washington, Department of Corrections, hereinafter referred to as Department, and the City of Fife, hereinafter referred to as the City for the purpose of amending the above-referenced Contract, heretofore entered into between the Department and the City.

WHEREAS the purpose of this contract amendment is to extend the Term;

NOW THEREFORE, in consideration of the terms and conditions contained herein, or attached and incorporated and made a part hereof, the Department and City agree as follows:

6. **Term** is amended, in part, as follows:

- A. The term shall commence on the date of this Agreement, and continue until December 31, ((2010)) 2011. Provided, however, either party may terminate this agreement at any time without penalty, by giving the other party written notice of termination at least sixty (60) days prior to the proposed termination date. Early termination shall not affect either parties' obligations regarding payment for services, accounting, and defense and indemnity, for services provided, and obligations incurred prior to the termination date.

Additions to this text are shown by underline and deletions by ((strikeout)). All other terms and conditions remain in full force and effect. The effective date of this amendment is January 1, 2011.

THIS CONTRACT AMENDMENT, consisting of one (1) page, is executed by the persons signing below who warrant that they have the authority to execute the contract.

CITY OF FIFE

DEPARTMENT OF CORRECTIONS

Dave Zabell
(Signature)

Dave Zabell
(Printed Name)

City Manger
(Title)

4/19/2011
(Date)

Gary Banning
(Signature)

Gary Banning
(Printed Name)

Contracts Administrator
(Title)

4/19/11
(Date)

ATTEST:

Judith S Edwards

Approved as to Form:
This amendment format was approved
by the Office of the Attorney General.
Approval on File.

APPROVED AS TO FORM:

Loren D Combs 4/19/11
Loren D Combs, City Attorney DATE

JAIL SERVICES AGREEMENT
Between
City of Fife and Washington State Department of Corrections

1. **Date and Parties.** This Agreement, for reference purposes only, is dated the 31st day of March, 2009, and is entered into by and between the City of Fife, hereinafter referred to as "FIFE", and the Washington State Department of Corrections, hereinafter referred to as the "DEPARTMENT." 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 RCW 72.68.040. Fife is authorized to execute this agreement by the terms of Fife Resolution Number 726.

3. **General Recitals.**
 - A. Fife currently owns and operates a jail (the "Jail"). In order to assist other jurisdictions with their jail needs Fife is willing to house Department prisoners upon the terms and conditions set forth herein.

 - B. Target Population: Offenders transferred to the County shall be primarily those who are in violation of community supervision requirements, awaiting a hearing on alleged violations, or work release violators.

 - C. Discipline: Fife may provide disciplinary detention to the Department offenders at its discretion. Fife will notify and provide documentation to the Department should the Department offenders be involved in infractions or serious misconduct. In such cases, the Department will have the opportunity to determine if the misconduct and/or infractions should be treated as new violation behaviors prior to the Fife City Jail disciplinary procedures. Department offenders involved in misconduct may be moved to more secure housing within the Fife City Jail or to other facilities within the jail consistent with Fife City Jail Policy and Procedures and prudent jail management practices at the discretion of jail staff. Fife may require the Department to retake any offender found guilty of a serious infraction or whose behavior requires segregated or protective housing pursuant to Section 8 herein.

4. **Services to be Provided.** Fife will furnish its facilities and personnel for the confinement of Department 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 the Department upon enactment of this contract and upon any updates to the SOP. The Department shall maintain jurisdiction over the transferred Offender, but authorizes Fife to assume custody of the transferred offender on its behalf. The Department will provide Fife with documentation of said authority.

5. **Prisoner Release.** The Department shall calculate the Offender's good time and notify the Offender of his/her release date. The Department shall notify the County, in writing,

of the Offender's release date. Fife will not release a prisoner from the Fife jail, except at the end of the commitment term as provided by the Department. With the Department's concurrence, 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 the Department 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 the Department provide security for the prisoner during the time of hospitalization.

6. Term.

A. The term shall commence on the date of this Agreement, and continue until December 31, 2010. Provided, however, either party may terminate this agreement at any time without penalty, by giving the other party written notice of termination at least sixty (60) days prior to the proposed termination date. Early termination shall not affect either parties' obligations regarding payment for services, accounting, and defense and indemnity, for services provided, and obligations incurred prior to the termination date.

B. The payment of money by the Department under any provisions hereto is contingent upon the availability of funds appropriated to pay the sums pursuant to this Agreement. In the event funding for this Agreement becomes unavailable, withdrawn, reduced, insufficient, or limited in any way, the Department shall have the right to terminate this Agreement without penalty and without the sixty (60) day notice period, except for services already provided.

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 Department shall remove the prisoner within seven (7) days 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 Department shall be responsible for all medical, dental or mental health costs incurred by or on behalf of a Department prisoner, including but not limited to prescriptions, appliances, supplies, emergency transport, hospitalization and health care professional service charges.

- B. If Fife becomes aware that a Department prisoner is in need of medical health care requiring the assistance of a medical health care services provider, then Fife shall make reasonable effort to notify the Department prior to obtaining said service. If the Department is contacted and does not authorize Fife to obtain the service, then the Department shall within one hour pick up the prisoner from the Jail. Provided, in the case of emergency, Fife may notify the Department after the service has been provided.
- C. Upon payment to Fife by the Department for the prisoner's health care expense, Fife will assign to the Department, if requested by the Department, any and all right to reimbursement for medical expenses authorized under RCW 70.48.130.
- D. Fife shall keep adequate record of all services provided under the terms of this paragraph and will allow the Department to review those records upon request.

10. **Cost for Services.** The Department shall pay to Fife, within 30 days of being invoiced by Fife, the cost for housing and providing health care to a Department prisoner. The cost for housing a Department prisoner shall be \$65.00 per day, or any portion thereof. A day shall be a calendar day. This rate may be increased upon negotiation between both parties and a signed amendment to this agreement.

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

12. **Defense and Indemnity Agreement.**

- A. Fife agrees to indemnify and hold the Department 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 the Department or any officer, agent or employee thereof.
- B. the Department 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 the Department, its officers, or employees, including, but not limited to claims alleging false imprisonment for a Department prisoner, unless said claim for false imprisonment arises for imprisonment after Fife has been directed by the Department to release a Department 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 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 Department'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, if the amount in dispute totals one hundred thousand dollars (\$100,000) or less. The Conciliator shall assume the functions of an arbitrator of the dispute after a reasonable effort at conciliation fails. Each party shall pay one-half (1/2) of a conciliator'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 Steve Worthington
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

and

Loren D. Combs
VSI Law Group, PLLC
3600 Port of Tacoma Rd, Suite 311
Tacoma, WA 98424

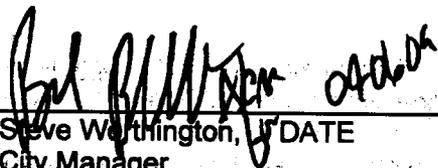
The Department: James E. Thatcher, Superintendent
Out of State and Jail Facilities Unit
Washington State Department of Corrections
Post Office Box 41149
Olympia WA 98504-1149

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.

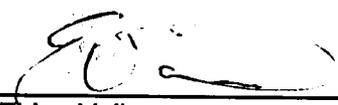
IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date written below.

CITY OF FIFE

STATE OF WASHINGTON
DEPARTMENT OF CORRECTIONS



Steve Worthington, ^{DATE}
City Manager

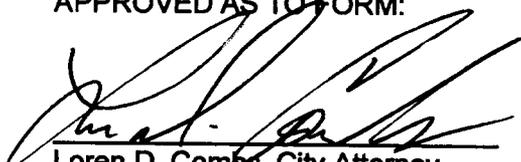


Eldon Vail
Secretary 04-08-09
DATE

ATTEST:



APPROVED AS TO FORM:



Loren D. Combs, City Attorney