

**RESOLUTION NO. 1481**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIFE, PIERCE COUNTY, WASHINGTON AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH THE CITY OF ENUMCLAW FOR THE HOUSING OF FIFE INMATES IN THE ENUMCLAW CORRECTIONS FACILITY

WHEREAS, the City of Enumclaw operates a corrections facility under the authority of chapter 70.48 RCW; and

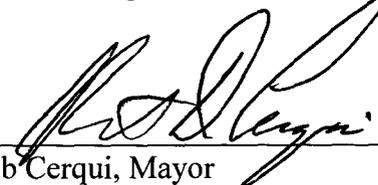
WHEREAS, Fife has a periodic need to house Fife offenders in the Enumclaw corrections facility; and

WHEREAS, Fife and Enumclaw have the authority to enter into an agreement for jail services under RCW 39.34 and RCW 70.48; and

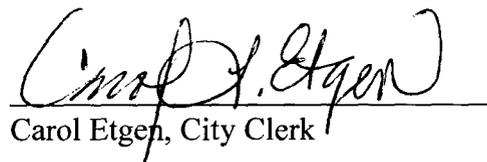
WHEREAS, the existing agreement with Enumclaw for jail services expired on December 31, 2011 and it is necessary to enter into another agreement in order for Enumclaw to continue providing jail service to Fife; now, therefore,

BE IT RESOLVED that the Council hereby authorizes the City Manager to execute an agreement with the City of Enumclaw to provide periodic housing of Fife offenders in the Enumclaw corrections facility, in the form attached hereto as Exhibit A.

ADOPTED by the City Council at an open public meeting held on the 12<sup>th</sup> day of June, 2012.

  
Rob Cerqui, Mayor

Attest:

  
Carol Etgen, City Clerk

1 JAIL SERVICES AGREEMENT

2  
3 THIS AGREEMENT made and entered into between the City of  
4 Enumclaw, a municipal corporation of the State of Washington  
5 located at 1705 Wells, Enumclaw, Washington 98022 and the City of  
6 Fife, a municipal corporation of the State of Washington and  
7 pursuant to the City and County Jails Act (RCW 70.48, as amended).  
8

9 In accordance with the interlocal Cooperation Act (Chapter  
10 39.34 RCW) and in consideration of the conditions herein, the  
11 parties agree as follows:

12 1. PURPOSE

13 The purpose of this agreement is to provide for  
14 confinement of the prisoners of the City of Fife in the City  
15 of Enumclaw Corrections Facility.

16 2. DEFINITIONS

17 Unless a context clearly shows another usage is  
18 intended, the following terms shall have these meanings in  
19 the agreement:

20 (1) City of Fife means a prisoner housed in the Enumclaw  
21 Corrections Facility when a City of Fife charge is the  
22 principal basis for confining that person (e.g., the  
23 person is confined by reason of a City of Fife

1 ordinance violation - pretrial or post trial). It  
2 includes, but is not limited to, (a) a prisoner  
3 arrested by and booked by the City of Fife by reason of  
4 an "open charge" or investigation of a felony; and a  
5 prisoner detained after a City of Fife "hold" has been  
6 released; (b) it includes an individual arrested by  
7 City of Fife and booked and housed in the Enumclaw  
8 Corrections Facility.

9 (2) "Corrections Facility" means a place primarily  
10 designed, staffed, and used for the housing of adults  
11 charged with criminal offense; for the punishment and  
12 correction of offenders after conviction of criminal  
13 offense; or for confinement during a criminal  
14 investigation or for civil detention to enforce a court  
15 order. Upon the date of the execution of this  
16 agreement, the term "jail" includes the City of  
17 Enumclaw Corrections Facility operated by the City of  
18 Enumclaw pursuant to this agreement.

19 (3) "Medical Expenses" means any and all costs and fees  
20 associated with any form of medical, dental, mental  
21 health or like treatment including but not limited to  
22 doctors fees, hospitalization costs, any fees of any  
23 medical practitioner, x-rays, MRIs, cat scans, dental

1 and vision expenses.

2 3. JAIL SERVICES

3 The City of Enumclaw shall accept for confinement in the  
4 Enumclaw Corrections Facility those persons who are the City  
5 of Fife prisoners as defined in Article 2 and shall furnish  
6 the City of Fife with the corrections facility, booking and  
7 custodial services and personnel for confinement of City of  
8 Fifes inmates at least equal to those the City of Enumclaw  
9 provides for confinement of its own inmates. The services  
10 included herein shall include the standard police use  
11 photograph for each person booked and held by the City of  
12 Enumclaw for the City of Fife.

13 4. HEALTH CARE.

14 A. City of Enumclaw will be responsible for arranging  
15 for such medical, mental and dental treatment for prisoners as  
16 may be necessary to safeguard the prisoners' health while housed  
17 in the Jail. City of Enumclaw does not have medical health care  
18 workers on staff, thus, City of Enumclaw will arrange for all  
19 medical health care services to be provided by contract with an  
20 outside agency. City of fife shall be responsible for all  
21 medical expenses incurred by or on behalf of a Cit of Fife  
22 prisoner.

23 B. If City of Enumclaw becomes aware that a City of

1 Fife prisoner is in need of medical health care requiring the  
2 assistance of a medical health care services provider, then City  
3 of Enumclaw shall make reasonable effort to notify City of Fife  
4 prior to obtaining said service. If City of Fife is contacted  
5 and does not authorize City of Enumclaw to obtain the service,  
6 then City of Fife shall within one hour pick up the prisoner from  
7 the Jail. Provided, in the case of emergency, City of Enumclaw  
8 may notify City of Fife after the service has been provided.

9 C. Upon payment to City of Enumclaw by City of Fife  
10 for the prisoner's medical expenses, City of Enumclaw will assign  
11 to City of Fife, if requested by City of Fife, any and all right  
12 to reimbursement for medical expenses authorized under RCW  
13 70.48.130.

14 D. City of Enumclaw shall keep adequate record of  
15 all services provided under the terms of this section and will  
16 allow City of Fife to review those records upon request.  
17

18 5. COMPENSATED

19 The City of Enumclaw hereby authorizes the use of the  
20 Enumclaw Corrections Facility, by the City of Fife, for  
21 confinement of persons booked and held by the City of Fife,  
22 subject to available space and facilities as may be  
23 determined by the City of Enumclaw Chief of Police or his/her

1           duly authorized representative.

2           The City of Fife agrees to pay the City of Enumclaw the  
3           sum of SIXTY DOLLARS (\$60.00) per prisoner per 24 hour period  
4           calculated from the initial booking time, (or any portion of  
5           a 24 hour period). Such payment shall be made promptly to the  
6           City of Enumclaw within 20 days after the monthly statement  
7           is submitted by the City of Enumclaw to the City of Fife.

8           Each party may examine the others books and records to  
9           verify charges. If an examination reveals an improper charge,  
10          the amount shall be applied to the next month's statement.

11   6.   TERM

12          This agreement shall take effect 01/01/2012 and shall  
13          extend through 12/31/2012, and shall automatically renew from  
14          year to year unless otherwise modified or terminated as  
15          provided herein. This agreement may be terminated by either  
16          party upon 90 days written notice from the party desiring  
17          termination. This agreement may be modified or canceled in  
18          writing PROVIDED THAT notice of the proposed modification or  
19          cancellation is provided at least 90 days prior to the date  
20          on which such modification or cancellation would become  
21          effective.

22   7.   INDEMNIFICATION/INSURANCE

23          (A) The City of Fife shall defend, indemnify and hold

1 harmless the City of Enumclaw and its officers, agents,  
2 and employees, or any of them from any and all claims,  
3 actions, suits, liability, loss, cost, expenses and  
4 damages of any nature whatsoever, by reason of or  
5 arising out of any action or omission of the City of  
6 Fife, its officers, agents, and employees, or any of  
7 them in arresting, detaining, charging or transporting  
8 third persons.

9 In the event that any suit based upon such a claim,  
10 loss or damage is brought against the City of Enumclaw,  
11 the City of Fife shall defend the same at its sole cost  
12 and expense; provided that the City of Enumclaw retains  
13 the right to participate in said suit if any principal  
14 of governmental or public law is involved; and if final  
15 judgement is rendered against the City of Enumclaw, and  
16 its officers, agents, and employees or any of them, or  
17 jointly against the City of Enumclaw and the City of  
18 Fife and their respective officers, agents, employees,  
19 or any of them, the City of Fife shall satisfy the  
20 same.

21 (B) The City of Enumclaw shall defend, indemnify and hold  
22 harmless the City of Fife and its officers, agents, and  
23 employees, or any of them from any and all claims,



1 actions, suits, liability, loss, cost, expenses, and  
2 damages of any nature whatsoever, by reason of or  
3 arising out of any action or omission of the City of  
4 Enumclaw, its officers, agents, and employees, or any  
5 of them in confining persons who have been presented to  
6 and accepted by the Enumclaw Corrections Facility by  
7 the City of Fife, its officers, agents, and employees  
8 while said persons are in the Enumclaw Corrections  
9 Facility or in the custody of the City of Enumclaw  
10 outside the Enumclaw Corrections Facility. In the event  
11 that any suit based upon such claim, action, loss or  
12 damage is brought against the City of Fife, the City of  
13 Enumclaw shall defend the same at its sole cost and  
14 expense provided that the City of Fife retains the  
15 right to participate in said suit if any principle  
16 governmental or public law is involved, and if final  
17 judgement be rendered against the City of Fife and its  
18 officers, agents, and employees, or any of them, or  
19 jointly against the City of Fife and the City of  
20 Enumclaw and their respective officers, agents, and  
21 employees, or any of them, the City of Enumclaw shall  
22 satisfy same.

23 (C) A prisoner shall become the responsibility of the



1 Enumclaw Corrections Facility at the point that the  
2 prisoner is booked into the City of Enumclaw Facility  
3 or where the prisoner has been released to the care,  
4 custody and control of the City of Enumclaw. Liability  
5 shall transfer to the City of Enumclaw at this point.  
6 The arresting agency shall be held harmless by the City  
7 of Enumclaw under the terms of this section for all  
8 claims arising out of the detention of the prisoner  
9 except for medical expenses. Accordingly, the City of  
10 Enumclaw (Corrections Facility) shall be held harmless  
11 by the City of Fife under the terms of this agreement,  
12 for claims arising out of the arrest of the prisoner,  
13 or arising out of any situation occurring prior to the  
14 point where the City of Enumclaw assumes responsibility  
15 for the prisoner.

16 (D) Each city agrees to provide the other with evidence of  
17 insurance coverage. Each City shall obtain coverage in  
18 minimum liability limits of ONE MILLION AND 00/100  
19 DOLLARS (\$1,000,000.) for its liability exposures,  
20 including comprehensive general liability, errors and  
21 omissions, auto liability and police professional  
22 liability.

23 8. NON-DISCRIMINATION/EQUALITY OF EMPLOYMENT OPPORTUNITY.



1           The City of Enumclaw will provide equal employment  
2 opportunity in administering this Agreement, in implementing  
3 this Agreement, and in administering the Enumclaw Corrections  
4 Facility, and will prohibit discriminatory treatment.

5   9.   REMEDIES

6           No waiver of any right under this agreement shall be  
7 effective unless made in writing by the authorized  
8 representative of the party to be bound thereby. Failure to  
9 insist upon full performance on any one or several occasions  
10 does not constitute consent to or waiver of any later non-  
11 performance, nor does payment of a billing or continued  
12 performance after notice of a deficiency in performance  
13 constitute an acquiescence thereto.

14  

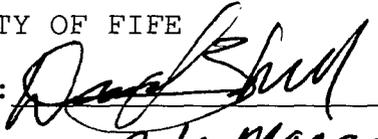

1 10. ENTIRE AGREEMENT

2 This Agreement represents the entire understanding of  
3 the parties. It supersedes any oral representations that are  
4 inconsistent with or modify its terms and conditions.

5 IN WITNESS WHEREOF, the parties have caused this  
6 Agreement to be executed on the day written below.

7 CITY OF FIFE

CITY OF ENUMCLAW

8 BY: 

BY: \_\_\_\_\_

9 TITLE: C. Ty Manager

TITLE: \_\_\_\_\_

10  
11 DATE: June 12, 2012

DATE: \_\_\_\_\_

12  
13 ATTEST:

ATTEST:

14 

15 City Clerk

City Clerk

16 APPROVED AS TO FORM:

APPROVED AS TO FORM:

17 

18 City Attorney

19 \_\_\_\_\_  
City Attorney