

RESOLUTION NO. 1510

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIFE, PIERCE COUNTY, WASHINGTON AUTHORIZING EXECUTION OF AN AGREEMENT WITH CITY OF MILTON FOR THE HOUSING OF CITY OF MILTON OFFENDERS IN THE FIFE JAIL

WHEREAS, the City operates a jail under the authority of chapter 70.48 RCW; and

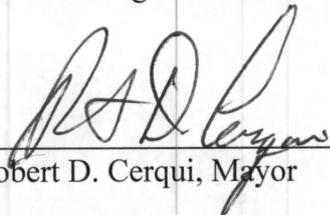
WHEREAS, the City of Milton has a periodic need to house offenders in the Fife jail; and

WHEREAS, the City and City of Milton have the authority to enter into an agreement for jail services under RCW 39.34 and RCW 70.48 and

WHEREAS, staff for the Cities of Fife and Milton have negotiated the agreement attached hereto as Exhibit A; now, therefore,

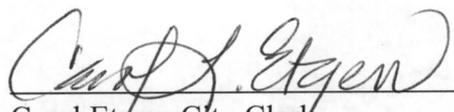
BE IT RESOLVED that the Council hereby authorizes the City Manager to execute an agreement with City of Milton to provide periodic housing of City of Buckley offenders in the Fife jail, substantially in the form attached hereto as Exhibit A.

ADOPTED by the City Council at an open public meeting held on the 23rd day of October 2012.



Robert D. Cerqui, Mayor

Attest:



Carol Etgen, City Clerk

EXHIBIT A to Resolution No. 1510

JAIL SERVICES AGREEMENT
BETWEEN
CITY OF FIFE AND CITY OF MILTON

1. **Date and Parties.** This Agreement, for reference purposes only, is dated the _____ day of _____, 2012, and is entered into by and between the City of Fife, hereinafter referred to as "Fife", and the City of Milton, hereinafter referred to as "Milton", 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 action taken by its governing body on the ____ day of _____ 2012. Milton is authorized to enter into this agreement by action taken by its governing body on the ____ day of _____, 2012.

3. **General Recitals.** Fife currently owns and operates a jail (the "Jail"). In order to assist other jurisdictions with their jail needs Fife is willing to house Milton 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 Milton 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 Milton upon request. A prisoner shall become the responsibility of Fife at the point that the prisoner is booked into the Jail.

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 Milton 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 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 Milton 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 Milton provide security for the prisoner during the time of hospitalization.

6. **Term.** The term shall commence on January 1, 2013, and continue until December 31, 2015. Provided, however, either party may terminate this agreement at any quarter ending date without penalty, by giving the other party written notice of termination at least 90 days prior to the proposed quarter ending termination date. (Quarter ending dates are set forth in Exhibit A). Early 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.

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 shall provide guaranteed Jail space for three Milton prisoners per day. Fife shall accept and house additional Milton prisoners on a space-available basis. Fife shall have discretion in determining whether or not space is available but shall make reasonable efforts to accommodate additional Milton prisoners. 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 Milton 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. Milton 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.

B. If Fife becomes aware that a Milton 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 Milton prior to obtaining said service. If Milton is contacted and does not authorize Fife to obtain the service, then Milton shall within one hour pick up the prisoner from the Jail. If, after making a reasonable effort to notify Milton of the need for medical health care services, Fife is unable to notify Milton, then Fife may obtain the medical health care services at Fife's discretion, without prior notice. Provided, in the case of emergency, Fife is not required to make any effort to notify Milton before the medical health care services are provided.

C. Upon payment to Fife by Milton for the prisoner's health care expense, Fife will assign to Milton, if requested by Milton, 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 Milton to review those records upon request.

10. **Cost for Services.**

A. Milton shall pay for the quarterly guaranteed bed days set forth in Exhibit A. The guaranteed bed rate for 2013 shall be \$53.33. The guaranteed bed rate for 2014 shall be \$53.33 plus the percentage increase in the Seattle CPI-W from July 2012 to July 2013, not to exceed 3%. The guaranteed bed rate for 2015 shall be the 2014 rate plus the percentage increase in the Seattle CPI-W from July 2013-July 2014, not to exceed 3%. Milton shall pay for the quarterly guaranteed number of bed days even if Milton fails to utilize all of the guaranteed bed days for the quarter. Unused bed days do not roll over to the next quarter. If Milton reaches the guaranteed bed day number for a particular quarter prior to the end of the quarter, the rate for any addition bed days shall be the City's drop-in rate of \$65.00 (the "Drop-In Rate"). A bed day shall mean housing of one prisoner for one calendar day, or any portion thereof. The Drop-In Rate may be increased annually by Fife. Fife shall provide written notice to Milton at least 30 days before the effective date of any increase.

B. In addition, for housing paid by Milton at the Drop-In Rate, Milton shall also pay to Fife, a portion of the booking fee authorized by RCW 70.48.390. The Milton portion of the booking fee shall be \$20.00. The booking fee and Milton's portion thereof may be increased annually by Fife. Fife shall provide written notice to Milton at least 30 days before the effective date of any increase.

C. At the end of each quarter, Fife shall provide Milton with an itemized bill for housing Milton prisoners and Milton's portion of booking fees for the quarter. Milton agrees to make full payment to Fife with 30 days of receipt of such bill.

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

12. **Defense and Indemnity Agreement.**

A. Fife agrees to indemnify and hold Milton 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 Milton or any officer, agent or employee thereof.

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

Fife

Milton

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 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 Milton City Administrator 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.

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
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

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

MILTON: _____

With a copy to: Chief of Police
Milton Police Department
1000 Laurel Street
Milton, WA 98354

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 ____ day of _____, 2012.

City of Fife

City of Milton

By: _____
David K. Zabell, City Manager

By: _____
Debra Perry, Mayor

Attest:

Attest:

Carol Etgen, City Clerk

Lisa Tylor, City Clerk

Approved as to Form:

Approved as to Form:

Gregory F. Amann, Assistant City Attorney

Bio Park, City Attorney