RESOLUTION NO. 1531

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

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

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

WHEREAS, the City and City of Tacoma 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 Tacoma 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 Tacoma to provide periodic housing of City of Tacoma offenders in the Fife jail on a space available basis, substantially in the form attached hereto as Exhibit A.

ADOPTED by the City Council at an open public meeting held on the 8th day of January, 2013.

Robert D. Cerqui, Mayor

Attest:

Carol Etgen, City Clerk

INTERLOCAL AGREEMENT BETWEEN
City of Fife and City of Tacoma for
JAIL SERVICES

This Agreement (hereinafter "Agreement"), effective the _____ day of _____, 2012, and is entered into by and between the City of Fife, a Washington State Municipal Corporation, hereinafter referred to as "FIFE", and the City of Tacoma, a Washington State Municipal Corporation, hereinafter referred to as "Tacoma", under and pursuant to the provisions of Chapters 70.48.090 and 39.34.080 of the Revised Code of Washington.

I. PURPOSE

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

WHEREAS, Tacoma desires to utilize the opportunity to house its prisoners in the Jail owned and operated by Fife; 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, Fife will furnish its facilities and personnel for the confinement of Tacoma's prisoners in the same manner and to the same extent as Fife furnishes said services for confinement of its own prisoners.

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.** Fife will furnish its facilities and personnel for the confinement of 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 Tacoma upon request. A prisoner shall become the responsibility of Fife at the point that the prisoner is booked into the Jail.

B. **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 Tacoma 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 eminent danger to the safety of the prisoner, prison population, or Fife personnel. In the event of such emergency removal Fife shall inform Tacoma 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 Tacoma provide security for the prisoner during the time of hospitalization.

C. **Term.** The term shall commence on the effective date of this Agreement, and continue until December 31, 2022. 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' obligations regarding payment for services, accounting, and defense and indemnity, for services provided, and obligations incurred prior to the termination date.

D. **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.

E. **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 Tacoma shall remove the prisoner within one hour after being notified that the prisoner must be removed.

F. **Health Care.**

1. 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. Tacoma shall be responsible for all medical, dental or mental health costs incurred by or on behalf of a Tacoma prisoner, including but not limited to prescriptions, appliances, supplies, emergency transport, hospitalization and health care professional service charges.

2. If Fife becomes aware that a Tacoma 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 TACOMA prior to obtaining said service. If Tacoma is contacted and does not authorize Fife to obtain the service, then Tacoma shall within one hour pick up the prisoner from the Jail. Provided, in the case of emergency, Fife may notify Tacoma after the service has been provided.

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

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

G. **Cost for Services.**

1. Tacoma shall pay to Fife, within 30 days of being invoiced by Fife, the cost for housing and providing health care to a TACOMA prisoner. The cost for housing a Tacoma prisoner shall be $65.00 per day, or any portion thereof. A day shall be a calendar day. This rate may be increased from time to time by Fife providing written notice to Tacoma at least 90 days before the effective date of the proposed increase, provided any rate over $75.00 per day shall required prior written consent of Tacoma after consultation.

2. Tacoma shall pay to Fife, within 30 days of being invoiced by Fife, a portion of the booking fee authorized by RCW 70.48.390. The Tacoma portion of the booking fee shall be $20.00.

3. The Cost for Video Arraignment shall be $65 per session per defendant.

4. The Cost for Prisoner transport to an offsite location, i.e. the Tacoma Municipal Court shall be $125.00 per prisoner per trip.

5. The Cost to SIP (Special Identification Process) shall be $80 per person SIP'd.

6. All fees charged to TACOMA may be increased from time to time by Fife upon providing written notice to TACOMA at least 90 days before the effective date of the proposed increase.

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

I. **Defense and Indemnity Agreement.**

1. Fife agrees to indemnify and hold Tacoma 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 Tacoma or any officer, agent or employee thereof.

2. Tacoma 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 Tacoma, its officers, or employees, including, but not limited to claims alleging false imprisonment for any Tacoma prisoner, unless said claim for false imprisonment arises for imprisonment after Fife has been directed by Tacoma to release a Tacoma prisoner and Fife fails to do so.

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 Tacoma's City Manager 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**	**TACOMA** **Chief of Police**
5411 23rd Street East Fife, WA 98424	Donald L. Ramsdell 3701 South Pine Street Tacoma, WA 98409

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

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 the 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.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the ___ day of _____, 2012.

CITY OF TACOMA

_____
T.C. Broadnax, City Manager

_____
Donald Ramsdell, Chief of Police

_____
City of Tacoma Finance Director

APPROVED AS TO FORM:

_____
Deputy City Attorney

_____
Debbie Dahlstrom, Risk Manager

ATTEST:

_____
Doris Sorum, City Clerk

CITY OF FIFE

By: _____
David K. Zabell, City Manager

Attest:

_____
Carol Etgen, City Clerk

Approved as to Form:

_____
Gregory F. Amann, Assistant City Attorney