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*Please refer those wishing to place a
PDR to the City Clerk's Office.*

**JAIL SERVICES AGREEMENT
BETWEEN
CITY OF FIFE AND CITY OF LAKEWOOD**

500 1. **Date and Parties.** This Agreement, for reference purposes only, is dated the 5th day of March, 2011, and is entered into by and between the City of Fife, hereinafter referred to as "FIFE" and the City of Lakewood, hereinafter referred to as "Lakewood", 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 the terms of Fife Resolution Number 726. Lakewood is authorized to enter into this agreement by action taken by its governing body on the 18th day of January, 2011.

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 Lakewood 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 Lakewood 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 Lakewood 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 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 Lakewood police officer, or unless a court order is received mandating the release. Fife may use 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 Lakewood 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 Lakewood provide security for the prisoner during the time of hospitalization.


Fife


Lakewood

6. **Term.** The term shall commence on the date of this Agreement, and continue until December 31, 2012, and thereafter shall be renewed automatically for one year successive periods not to exceed December, 31, 2015. 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, 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 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.

9. **Right of Refusal.** 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 and general welfare of Fife personnel or other prisoners. If Fife requests that a prisoner be removed then Lakewood shall remove the prisoner within one hour after being notified that the prisoner must be removed.

10. **Health Care.**

A. Fife will be responsible for arranging 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. Fife shall notify Lakewood at the earliest opportunity each time arrangements are made. Lakewood shall be responsible for all medical, dental or mental health costs incurred by or on behalf of a Lakewood prisoner, including but not limited to prescriptions, appliances, supplies, emergency transport, hospitalization and health care professional service charges when consulted in advance and allowing the prisoner to remain in the custody of Fife.

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

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



Fife



Lakewood

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

11. **Cost for Services.**

A. Lakewood shall pay to Fife, within 30 days of being invoiced by Fife, the cost for booking, housing and providing health care to a Lakewood prisoner. The cost for booking and housing a Lakewood prisoner shall be \$20.00 and \$65.00 per day, or any portion thereof respectively. A day shall be a calendar day. This rate may be increased from time to time by Fife providing written notice to Lakewood at least 90 days before the effective date of the proposed increase.

B. Lakewood 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 Lakewood portion of the booking fee shall be \$20.00.

C. The daily rate or the portion of the booking fee charged to Lakewood may be increased from time to time by Fife upon providing written notice to Lakewood at least 90 days before the effective date of the proposed increase.

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

13. **Defense and Indemnity Agreement.**

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

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

14. **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 the 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


Fife


Lakewood

omissions, motor vehicle liability and police professional liability. The insurance policy, or insurance pool agreement shall provide for coverage on a "per occurrence" basis.

15. **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 Lakewood'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. 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 (\$100,000.00) or less. Each party shall pay one-half (1/2) of the conciliator's fee and expenses.

16. **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 Dave Zabell
City of Fife
5411 23rd Street East
Fife, WA 98424

With a copy to: Chief of Police Brad Blackburn
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 98424-1042

LAKewood: City Manager Andrew Neiditz
City of Lakewood
6000 Main Street SW
Lakewood, WA 98499-3774

17. **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.



Fife

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

19. **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 3rd day of March, 2011.

FIFE

LAKWOOD




David Zabell, City Manager




Andrew Neiditz, City Manager

ATTEST:

ATTEST:



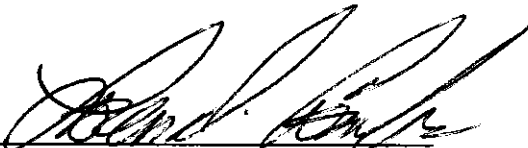
~~Steve Marcotte~~, City Clerk-Treasurer
David DeGroot



Alice M. Bush, MMC, City Clerk
1-19-11

APPROVED AS TO FORM:

APPROVED AS TO FORM:



Loren D. Combs, City Attorney



Heidi Ann Wachter, City Attorney