

**AGREEMENT PROVIDING FOR THE PROVISION OF
JAIL SERVICES
BETWEEN THE CITY OF SUMNER
AND
PIERCE COUNTY**

THIS AGREEMENT, made and entered into by and between the **CITY OF SUMNER** hereinafter referred to as the "CITY", and the **COUNTY OF PIERCE**, hereinafter referred to as the "COUNTY", 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 form below.

WITNESSETH:

WHEREAS, the COUNTY presently maintains the Pierce County Jail within the County-City Building in the City of Tacoma; and

WHEREAS, it is in the best interests of the citizens of the CITY and the COUNTY that services and facilities of the Pierce County Detention and Corrections Center be made available by the COUNTY pursuant to RCW 70.48.090;

NOW THEREFORE, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

- 1) Purpose: The COUNTY will undertake and does hereby covenant and agree that, as to each person presented for booking in the County Jail by the City, the County will perform all necessary services incident in the confinement, detention, booking and safekeeping of such persons.
- 2) Term: This agreement shall be in force beginning July 1, 2008 and terminate on December 31, 2008. It shall be extended automatically for a one-year period on January 1, 2009 and renew annually for a period not to exceed ten years unless the parties have provided notice of intent to abandon the agreement. If either party desires to terminate the relationship created by this agreement, they must provide not less than six months written notice to the other party prior to the beginning of the calendar year.
- 3) Amendments: All provisions of this agreement, may be amended in writing at any time by the mutual consent of the parties hereto and such amendments shall take effect immediately. In the event of any conflict, inconsistency, or incongruity between the provisions of this agreement and the provisions of the amendment, the provisions of the amendment shall in all respects govern and control.

- 4) Services to be Provided by County: The COUNTY will provide detention and corrections services equal to those provided to COUNTY inmates including routine medical, pharmacy, mental health and dental treatment for all prisoners within the Pierce County Jail. Such routine costs are included in the prisoner day charge. Routine treatment is defined as those services which can be obtained through health care providers within the Jail Clinic facility.
- a) The COUNTY shall be responsible for taking fingerprints and pictures of all prisoners booked into the Pierce County Jail.
 - b) The County shall be responsible for guarding all prisoners, other than "CITY PRISONERS" at outside medical facilities.
 - c) The CITY's police department, prosecutors, and Municipal Court shall be guaranteed reasonable access to jail detainees arrested by the CITY's Police department.
 - d) Each party to this agreement retains the right to establish a temporary holding facility during times of extreme emergency, and to contract with other agencies for the provision of jail services.
- 5) CITY Prisoner: For the purpose of this agreement, those prisoners considered to be the responsibility of the CITY shall be defined as follows:
- a) "CITY prisoner" means a person housed in the jail following arrest by a CITY police officer for a CITY ordinance violation, misdemeanor, or under a CITY's Municipal Court warrant. The term "CITY Prisoner" shall apply retroactively to those persons arrested by CITY Police Officers for violations of State law who are detained in jail for violation of a Municipal Ordinance or misdemeanor. It excludes a prisoner held under warrants of other governments, and a prisoner detained after a CITY "hold" has been released.
 - b) The term "prisoner day" cost, for purposes of this agreement, shall include all costs connected with the maintenance, care and custody, and health of the inmate (excluding emergency and/or extraordinary care see section 4), including meals, housing, clothing, insurance, administration, rent, personal services for jail personnel, supplies, kitchen services, debt service, and any other related services, including indirect costs, charges, capital reserve, or capital outlay, for the detention and corrections of said inmates.
 - c) Court escort services to appropriate court shall be separately charged.

- d) The "prisoner day" charge for the confinement and detention of a CITY prisoner shall be applicable after said prisoner has been confined in jail for five (5) hours within any twenty-four (24) hour period.
- 6) CITY Compensation: The CITY shall pay the COUNTY a booking fee, court escort fee, and a prisoner day cost as follows:
- a) A booking fee (or SIP) shall be the amount established for the ensuing calendar year by the County effective January 1, for all the functions with booking and releasing a prisoner. It shall compensate the County for registering, fingerprinting, photographing and initial screening of persons presented for confinement, for inventorying and safekeeping their personal property, for maintaining the jail register (book of arrests) and such other booking functions as may be established by the State.
 - b) A Court Escort fee charge shall be that amount established for the ensuing calendar year by the County effective January 1, for transporting the prisoners to and from District Court 1.
 - c) A prisoner day fee shall be that amount established for the ensuing calendar year by the County effective January 1, for the care and custody of prisoners.
 - d) The City will make payments within 30 days of the day in which it receives the invoice.
 - e) As part of the monthly billing the County shall detail the number of prisoner days, bookings, and escorts for which the City was responsible the previous month. The City Manager or his authorized representative shall have the right to review all supporting records of the County pertaining to the confinement of City prisoners.
 - f) The City shall be advised in writing 90 days in advance of any date a fee/charge increase is to become effective.
- 7) Alternative site for incarceration of City Prisoners:

The City reserves the right to separately contract with another entity for the provision of jail beds. In the event that the City contracts for such services the City will only pay to the County for those services actually provided by the County (booking fees, actual prisoner day costs, etc.). For example, should a City prisoner be booked into the County Jail for transit to another jail, the County will charge only the booking fee unless the prisoner otherwise incurs an actual prisoner day cost or other cost as provided herein.

8) Indemnification – Litigation:

- a) The CITY shall indemnify and hold harmless the COUNTY and its officers, agents, and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, by reason of or arising out of any act or omission of the CITY, its officers, agents and employees, or any of them, in arresting, detaining, charging or transporting persons before presentment to and acceptance by the Jail or thereafter while said persons are in custody of the CITY outside the Jail.

In the event that any suit based upon such a claim, action, loss or damage is brought against the COUNTY, the CITY shall defend the same at its sole cost and expense; provided, that the county retains the right to participate in said suit if any principle of government or public law is involved, and if final judgment be rendered against the county, and its officers, agents and employees, or any of them, or jointly against the county and the CITY and their respective officers, agents and employees, or any of them, the CITY shall satisfy the same.

- b) The county shall indemnify and hold harmless the CITY and its officers, agents and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, by reason of or arising out of any action or omission of the county, its officers, agents, and employees, or any of them, in confining persons who have been presented to and accepted by the jail from the CITY, its officers, agents and employees, while said persons are in the Jail or in custody of the county outside the jail. In the event that any suit based upon such a claim, action, loss or damage is brought against the CITY, the COUNTY shall defend the same at its sole cost and expense; provided, that the CITY retains the right to participate in said suit if any principle of government or public law is involved, and if final judgment be rendered against the CITY, and its officers, agents and employees, or respective officers, agents and employees, or any of them, the county shall satisfy the same.

- 9) 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 City Manager and the County Executive for mediation and/or settlement. If not resolved by them within sixty (60) days, either the City Manager or the County Executive, or both of them, 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 a conciliator's fee and expenses.

- 10) 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.
- 11) Invalid Provisions: Should any provisions of this agreement be held invalid, the remainder of the agreement shall remain in effect.
- 12) Courts: Unless otherwise contracted for, the City is solely responsible for assuring that all City prisoners are promptly taken to necessary court hearings. City agrees that County has no responsibility to assure any City prisoner is in City court unless otherwise provided by contract. City will indemnify and hold harmless County for any claim, action, suit, liability, loss, costs or other expense or damage resulting out of any act or omission relative to the responsibility of assuring court appearance for any inmate unless that duty is solely contracted by County.

END OF AGREEMENT. Signature page immediately following.

PIERCE COUNTY
CONTRACT SIGNATURE PAGE

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IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, 20____.

CONTRACTOR:

David L. Enslow 7/28/08
Contractor Signature Date

Mayor
Title of Signatory Authorized by Firm Bylaws

Name: David L. Enslow

UBI No. _____

Address: 1104 MAPLE ST.
SUMNER, WA 98390

Mailing Address: SAME AS ABOVE

Contact Name: JASON WILSON

Phone: 253-299-5642

Fax: 253-299-5679

PIERCE COUNTY:

Reviewed:

[Signature] 8-4-08
Prosecuting Attorney (as to form only) Date

Paul P. Kennedy 9-4
Budget and Finance Date

Approved:

Paul A. Pastuf 8-6-08
Department Director Date
(less than \$250,000)

County Executive (over \$250,000) Date