

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF PUYALLUP,
WASHINGTON AND CITY OF FIRCREST, WASHINGTON, FOR THE
HOUSING OF INMATES IN THE PUYALLUP CITY JAIL**

This agreement is between the City of Puyallup, a municipal corporation of the State of Washington (hereinafter "Puyallup") and City of Fircrest, a municipal corporation of the State of Washington (hereinafter "Fircrest").

Recitals

WHEREAS, Pursuant to RCW 70.48.190, Puyallup is authorized by law to have charge and custody of the Puyallup Jail inmates; and

WHEREAS, RCW 70.48.090, authorizes cities and counties to enter into interlocal agreements for the provision of jail services; and

WHEREAS, RCW 39.34.080 and other Washington law, authorizes any public agency to contract with any other county or city to perform any governmental service, activity or undertaking which each contracting county or city is authorized by law to perform; and

WHEREAS, Fircrest wishes to designate the Puyallup Jail as a place of confinement for the incarceration of one or more inmates lawfully committed to its custody; and

WHEREAS, the governing bodies of each of the parties hereto have determined to enter into this Agreement as authorized and provided for by RCW 39.34.080, RCW 70.48.090 and other Washington law, as may be amended,

NOW, THEREFORE, in consideration of the above and foregoing recitals, the payments to be made, the mutual promises and covenants herein contained, and for other good and valuable considerations, the parties hereto agree as follows:

Agreement

1. **GOVERNING LAW**

The parties hereto agree that, except where expressly otherwise provided, the laws and administrative rules and regulations of the State of Washington shall govern in any matter relating to inmate confinement pursuant to this Agreement.

2. **DURATION**

This Agreement shall be effective the date of execution and continue through December 31, 2005. This Agreement shall automatically renew for one-year periods unless either Puyallup or Fircrest, provide notice of termination as provided in Section 3 of this Agreement.

3. **TERMINATION**

(a) By either party. This Agreement may be terminated by written notice from either party to the other party delivered by regular mail to the contact person identified herein, provided that termination shall become effective sixty (60) calendar days after receipt of such notice. Notice will be presumed received 3 working days after the notice is posted in the mail. Within said sixty (60) days, Fircrest agrees to remove its inmates(s) from the Puyallup Jail.

(b) In the event of termination of this Agreement for any reason, Fircrest shall compensate Puyallup for inmates housed by the Puyallup Jail after notice of termination until Fircrest retakes its inmates in the same manner and at the same rates as if this agreement had not been terminated.

4. MAILING ADDRESSES

All notices, reports, and correspondence to the respective parties of this Agreement shall be sent to the following:

City of Puyallup: Chief of Police
Puyallup Police Department
311 W Pioneer
Puyallup, Washington 98371

Contact: Correction Lieutenant Edward K. Shannon

City of Fircrest Fircrest Police Department
115 Ramsdell St
Fircrest, WA 98466

Contact: Chief John Cheesman

5. COMPENSATION

(a) Rates. Puyallup agrees to accept and house inmates at the rate of \$65.00 per day in 2005. The parties agree that Puyallup shall charge a separate booking fee in addition to such rate that is charged to the inmate at the time of booking. If any balance of the booking fee remains due at the time the inmate is discharged, Fircrest agrees to pay such amount.

(b) Minimum Daily Rate. Fircrest agrees that the daily rate will be consistent with the daily rate charged by Yakima County plus any additional charges that Puyallup may assess based upon total correctional and insurance costs.

(c) Billing and Payment. Puyallup agrees to provide Fircrest with an itemized bill listing all names of inmates who are housed, the number of days housed (including date of booking and date of releases), and the dollar amount due for each. Puyallup agrees to provide said bill by the 30th of each following month. Fircrest agrees to make payment to Puyallup within 30 days of receipt of such bill for the amount billed for the previous calendar month.

6. SERVICES PROVIDED

(a) Puyallup agrees to provide jail services and alternative incarceration programs for gross misdemeanor/misdemeanor inmates for those offenses that have been committed by adults within Fircrest.

(b) Fircrest inmates will automatically be screened for Home Detention unless expressly prohibited by the sentencing court.

(c) Inmates will be billed directly for Home Detention services and Fircrest will not be obligated to pay Home Detention fees.

7. RESPONSIBILITY FOR OFFENDER'S CUSTODY

It shall be the responsibility of Puyallup to confine the inmate or inmates; to provide treatment, including the furnishing of subsistence and all necessary medical and hospital services and supplies; to provide for inmates' physical needs; to retain them in said custody; to supervise them; to maintain proper discipline and control; to make certain that they receive no special privileges and that the sentence and orders of the committing court in the State are faithfully executed; provided that nothing herein contained shall be construed to require Puyallup, or any of its agents, to provide treatment, facilities or programs for any inmates confined pursuant to this Agreement, which it does not provide for similar inmates not confined pursuant to this Agreement. It shall also be the responsibility of Puyallup to calculate "good time" accrued in and subsequent release of the inmate in accordance with the Puyallup's standard practice and procedure. Fircrest agrees to be bound by Puyallup's standard practice and procedures related to inmates housed at the Puyallup Jail.

8. RIGHT TO REFUSAL

(a) Puyallup shall have the right to refuse to accept any inmate from Fircrest when, in the opinion of Puyallup, its inmate population is at capacity or so near capacity that there is a substantial risk that, through usual operation of the jail, the reasonable operational capacity limits of the jail might be reached or exceeded.

(b) Puyallup shall further have the right to refuse to accept any inmate from Fircrest who, in the judgment of Puyallup, has a current illness or injury which may adversely affect the operations of the Puyallup Jail, has history of serious medical problems, presents a substantial risk of escape, or presents a substantial risk of injury to other persons or property or themselves.

9. HOUSING DECISIONS

In order to manage its jail population, Puyallup reserves the right to decide where Fircrest's inmate(s) will be housed. In the event that Fircrest's inmate is transferred to any county jail facility, Fircrest's obligation to pay the daily rate to Puyallup will cease and Fircrest's obligation to pay the daily rate to holding county will be governed by Fircrest's contract with that county.

10. RETAKE OF INMATES

Upon request from Puyallup, Fircrest shall, at its expense, retake any Fircrest inmate within twelve (12) hours after receipt of such request. In the event the confinement of any Fircrest inmate is terminated for any reason, Fircrest, shall, at its expense, retake such inmate from Puyallup.

11. COPY OF ARREST WARRANT OR CITATION AND BAIL SCHEDULE

Fircrest law enforcement officers placing Fircrest misdemeanants charged inmates in the Puyallup Jail shall, in every instance, first furnish an arrest warrant or citation to the Puyallup

Jail upon booking of an inmate. Fircrest is also responsible for providing Puyallup Jail with a complete bail schedule no later than January 1 of each year.

12. TRANSPORTATION

Fircrest's inmates incarcerated in Puyallup pursuant to this Agreement shall be transported to Puyallup by and at the expense of Fircrest and shall be returned, if necessary, to Fircrest by Fircrest personnel and at Fircrest's expense. Puyallup is not responsible for transportation of Fircrest's inmates under this Agreement and shall be reimbursed by Fircrest for any actual expense incurred in transport of an inmate if, in fact, transportation of an inmate by Puyallup becomes necessary including if the transport was a result of a warrant, or medical appointment.

13. RECORDS AND REPORTS

(a) Fircrest shall forward to Puyallup before or at the time of delivery of each inmate a copy of all inmate records pertaining to the inmate's present incarceration at other correctional facilities. If additional information is requested regarding a particular inmate, the parties shall mutually cooperate to provide any additional information.

(b) Puyallup shall keep all necessary and pertinent records concerning such inmates incarcerated in Puyallup Jail. During an inmate's confinement in Puyallup, Fircrest shall upon request, be entitled to receive and be furnished with copies of any report or record associated with said inmates(s) incarceration, as may be permitted by law.

14. MEDICAL TREATMENT

(a) Inmates from Fircrest shall receive such medical, psychiatric and dental treatment as may be necessary to safeguard their health while housed in the Puyallup Jail and Fircrest will be responsible for payment of such in accordance with Puyallup's standard practices and procedures. Any amount left owing, not paid by inmate, shall be paid by Fircrest. Puyallup shall provide or arrange for the provision of such medical, psychiatric and dental services. Routine minor medical services, which includes those health care services routinely delivered at normal cost by Puyallup staff, contracted physicians, or nursing staff and delivered within the facility, Fircrest shall pay directly or reimburse Puyallup for all costs associated with the delivery of any additional medical services including prescriptions, diagnostic testing, emergency and/or major medical service provided to Fircrest inmates.

(b) An adequate record of all such services shall be kept by Puyallup in accordance with HIPAA regulations for Fircrest's review at its request. Any medical or dental services of major consequence shall be reported to Fircrest as soon as time permits.

(c) Should medical or dental services require hospitalization, Fircrest agrees to compensate Puyallup dollar for dollar any amount expended or cost incurred in providing the same; provided that, except in emergencies, Fircrest will be notified by contacting Chief John Cheesman, or the acting Chief, of the Fircrest Police Department by contacting him through LESA dispatch (253)798-4722; prior to the inmate's transfer to a hospital and nothing herein shall preclude Fircrest from retaking the ill or injured inmate. Fircrest is responsible for providing security during any period of hospitalization.

15. DISCIPLINE

Puyallup shall have physical control over and power to exercise disciplinary authority over all inmates of Fircrest. However, nothing contained herein shall be construed to authorize or permit the imposition of any type of discipline prohibited by the laws of the State of Washington.

16. REMOVAL FROM THE JAIL

An inmate from Fircrest legally confined in Puyallup shall not be removed therefrom by any person except:

- (a) When requested by Fircrest Police Department in writing authorizing such release.
- (b) By order of Fircrest court in those matters in which it has jurisdiction, or upon order of the Pierce County District Court or the Pierce County Superior Court in those matters in which said courts have jurisdiction.
- (c) For appearance in the court in which a Fircrest inmate is charged.
- (d) In compliance with a Writ of Habeas Corpus.
- (e) For interviews by Fircrest Attorney or member of Fircrest Police Department.
- (f) If the prisoner has served his sentence, or the charge pending against said inmate has been dismissed, or bail or other recognizance has been posted as required by the courts.
- (g) For other scheduled court appearances, including those for which they are not being held.

17. ESCAPES

In the event any Fircrest inmate shall escape from Puyallup's custody, Puyallup will use all reasonable means to recapture the inmate. The escape shall be reported immediately to Fircrest. Puyallup shall have the primary responsibility for and authority to direct the pursuit and retaking of the inmate or inmates within its own jurisdiction. Any cost in connection therewith shall be chargeable to and borne by Puyallup, however, Puyallup shall not be required to expend unreasonable amounts to pursue escaped inmates beyond their jurisdiction.

18. DEATH OF AN INMATE

(a) In the event of the death of a Fircrest inmate, Puyallup shall notify the Pierce County Medical Examiner. Fircrest shall receive copies of any records made at or in connection with such notification.

(b) Puyallup shall immediately notify Fircrest of the death of a Fircrest inmate, furnish information as requested and follow the instructions of Fircrest with regard to the disposition of the body. The body shall be released to the Medical Examiner. All expenses relative to any necessary preparation of the body and shipment charges shall be paid by Fircrest. With Fircrest's consent, Puyallup may arrange for burial and all matters related or incidental thereto, and all such expenses shall be paid by Fircrest. The provisions of this paragraph shall govern only the relations between or among the parties hereto and shall not affect the responsibility or liability of any relative or other person for the disposition of the deceased or any expenses connected therewith.

(c) Fircrest shall receive a certified copy of the death certificate for any of its inmates who have died while in Puyallup custody.

19. DISPUTE BETWEEN FIRCREST AND PUYALLUP

Should a dispute arise as to the levels of compensation between Fircrest and Puyallup, such dispute shall be progressively resolved in the following manner:

- 1) Through negotiations between Fircrest and Puyallup's respective contacts;
- 2) Through negotiations between the City Managers; or
- 3) In the event that Fircrest and Puyallup do not reach agreement within 90 days of commencing negotiations, the matter will be submitted to a mediator and an arbitrator as detailed below.

Puyallup and Fircrest may mutually agree to extend the negotiation period. However, if a dispute cannot be resolved through direct discussions, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator under JAMS Alternative Dispute Resolution service rules or policies before resorting to arbitration. The mediator may be selected by agreement of the parties or through JAMS. Following mediation, or upon written contract of the parties to waive mediation, any unresolved controversy or claim arising from or relating to this Agreement or breach thereof shall be settled through arbitration which shall be conducted under JAMS rules or policies. The arbitrator may be selected by agreement of the parties or through JAMS. All fees and expenses for mediation or arbitration shall be borne by the parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence.

20. INSURANCE

(a) Each party agrees to provide the other with evidence of insurance coverage, in the form of a certificate of insurance from a solvent insurance provider and/or a letter confirming coverage from a solvent insurance pool, which is sufficient to address the insurance and indemnification obligation set forth in the Agreement;

(b) Each party shall obtain and maintain coverage in minimum liability limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate for its liability exposures, including comprehensive general liability, errors and omissions, auto liability and police professional liability. The insurance policy shall provide coverage for those events that occur during the term of the policy, despite when the claim is made.

21. HOLD HARMLESS AND INDEMNIFICATION

Puyallup will assume the liability for the custody and care of Fircrest's inmates once they have been delivered to Puyallup and Fircrest's officer has left the "sally port" and shall continue until the Inmate is released from the Puyallup jail facility.

Puyallup shall defend, indemnify and hold Fircrest, its officers, officials, employees and volunteers harmless from and against any and all claims, injuries, damages, losses or suits including reasonable attorney fees, arising out of the negligent acts or omissions, tortuous actions, or civil rights violations under State or Federal law of Puyallup, its officers, agents and employees in connection with the Care, Custody or confinement of any Fircrest Inmate by Puyallup.

Fircrest shall defend, indemnify and hold harmless Puyallup, its officers, agents and employees, from and against any and all claims, costs, judgments or damages, including attorney's fees, arising out of or resulting from the negligent acts or omissions, tortuous actions, or civil rights violations under State or Federal law of Fircrest, its officers, agents and employees in connection with the confinement of any Fircrest Inmate by Puyallup.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of Puyallup and Fircrest, its officers, officials, employees, and volunteers, Puyallup's liability hereunder shall be only to the extent of Puyallup's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes Puyallup's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

22. INDEPENDENT CONTRACTOR

In providing services under this Agreement, Puyallup is an independent contractor and neither it, nor its officers, officials, agents or employees are employees of Fircrest for any purpose, including responsibility for any federal or state tax, industrial insurance, or Social Security liability. Neither shall the provision of services under this agreement give rise to any claim or career service or civil service rights, which may accrue to an employee of Fircrest under any applicable law, rule or regulation.

23. PROPERTY DISTRIBUTION UPON DISSOLUTION

The terms of this Agreement do not contemplate the acquisition of any property. However, in the event any property is acquired for the performance of this Agreement, upon termination of this Agreement said property will be sold and the proceeds will remain with Puyallup.

24. CONCURRENT ORIGINALS

This Agreement may be executed in any number of counterparts, which counterparts shall collectively constitute the entire Agreement.

25. ENTIRE AGREEMENT

The written provisions and terms of this Agreement, together with any attachments, supersede all prior verbal statements by any representative of the parties, and those statements shall not be construed as forming a part of or altering in any manner this Agreement. This Agreement and any attachments contain the entire Agreement between the parties. Should any language in any attachment conflict with any language contained in this Agreement, the terms of this Agreement shall prevail.

26. SEVERABILITY

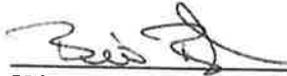
Should any provision of this Agreement be determined to be unenforceable by a court of law, such provision shall be severed from the remainder of the Agreement, and such action shall not affect the enforceability of the remaining provisions herein.

IN WITNESS WHEREOF, the parties below have executed this Agreement, and by doing so, acknowledge that they have read this Agreement understand its terms, and enter this Agreement in a knowing, intelligent, and voluntary manner.

Approved by City Council 4/03/06

CITY OF FIRCREST

CITY OF PUYALLUP

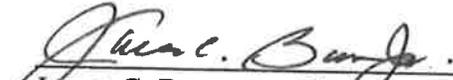


[Signature of authorized representative]

BILL BRANDON CITY MANAGER

[Print Name and Title]

DATE: 6/1/06



James C. Bacon Jr., City Manager

DATE: _____

APPROVED AS TO FORM:

ATTEST:



Gary N. McLean, City Attorney



Barbara J. Price, City Clerk