

JAIL SERVICES AGREEMENT

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THIS AGREEMENT made and entered into between the City of Enumclaw, a municipal corporation of the State of Washington located at 1705 Wells, Enumclaw, Washington 98022 and the City of Duvall, Washington In accordance with the interlocal Cooperation Act (Chapter 39.34 RCW) and in consideration of the conditions herein, the parties agree as follows:

1. PURPOSE

The purpose of this agreement is to provide for confinement of prisoners of the City of Duvall in the City of Enumclaw Corrections Facility.

2. DEFINITIONS

Unless a context clearly shows another usage is intended, the following terms shall have these meanings in the agreement:

- (1) City of Duvall means a prisoner housed in the Enumclaw Corrections Facility when a City of Duvall is the principal basis for confining that person (e.g., the person is confined by reason of a City of Duvall ordinance violation - pretrial or post trial). It

1 includes, but is not limited to, (a) a prisoner
2 arrested by and booked by the City of Duvall by reason
3 of an "open charge" or investigation of a felony; and a
4 prisoner detained after a City of Duvall "hold" has
5 been released; (b) it includes an individual arrested
6 by City of Duvall and booked and housed in the Enumclaw
7 Corrections Facility.

8 (2) "Corrections Facility" means a place primarily
9 designed, staffed, and used for the housing of adults
10 charged with criminal offense; for the punishment and
11 correction of offenders after conviction of criminal
12 offense; or for confinement during a criminal
13 investigation or for civil detention to enforce a court
14 order. Upon the date of the execution of this
15 agreement, the term "jail" includes the City of
16 Enumclaw Corrections Facility operated by the City of
17 Enumclaw pursuant to this agreement.

18 (3) "Medical Expenses" means any and all costs and fees
19 associated with any form of medical, dental, mental
20 health or like treatment including but not limited to
21 doctors fees, hospitalization costs, any fees of any

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1 medical practitioner, x-rays, MRIs, cat scans, dental
2 and vision expenses.

3 3. JAIL AND HEALTH SERVICES

4 The City of Enumclaw shall accept for confinement in the
5 Enumclaw Corrections Facility those persons who are the City
6 of Duvall prisoners as defined in Article 2 and shall furnish
7 the City of Duvall with the corrections facility, booking and
8 custodial services and personnel for confinement of City of
9 Duvall inmates at least equal to those the City of Enumclaw
10 provides for confinement of its own inmates. The services
11 provided herein shall include basic medical inspection. All
12 medical expenses shall be paid by the City of Duvall holding
13 the City of Enumclaw harmless there from and indemnifying the
14 City of Enumclaw for any medical expenses that it has to pay
15 on behalf of an inmate of the City of Duvall. The services
16 included herein shall include the standard police use
17 photograph for each person booked and held by the City of
18 Enumclaw for the City of Duvall.

19
20 4. COMPENSATED

21 The City of Enumclaw hereby authorizes the use of the

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1 Enumclaw Corrections Facility, by the City of Duvall, for
2 confinement of persons booked and held by the City of Duvall,
3 subject to available space and facilities as may be
4 determined by the City of Enumclaw Chief of Police or his/her
5 duly authorized representative.

6 The City of Duvall agrees to pay the City of Enumclaw
7 the sum of SIXTY DOLLARS (\$60.00) per prisoner per 24 hour
8 period calculated from the initial booking time, (or any
9 portion of a 24 hour period). Such payment shall be made
10 promptly to the City of Enumclaw within 20 days after the
11 monthly statement is submitted by the City of Enumclaw to the
12 City of Duvall.

13 Each party may examine the others books and records to
14 verify charges. If an examination reveals an improper charge,
15 the amount shall be applied to the next month's statement.

16 5. TERM

17 This agreement shall take effect 09/28/2010 and shall
18 extend through 01/01/2011, and shall automatically renew from
19 year to year unless otherwise modified or terminated as
20 provided herein. This agreement may be terminated by either
21 party upon 90 days written notice from the party desiring

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1 termination. This agreement may be modified or canceled in
2 writing PROVIDED THAT notice of the proposed modification or
3 cancellation is provided at least 90 days prior to the date
4 on which such modification or cancellation would become
5 effective.

6 6. INDEMNIFICATION/INSURANCE

7 (A) The City of Duvall shall defend, indemnify and
8 hold harmless the City of Enumclaw and its officers,
9 agents, and employees, or any of them from any and all
10 claims, actions, suits, liability, loss, cost, expenses
11 and damages of any nature whatsoever, by reason of or
12 arising out of any action or omission of the City of
13 Duvall, its officers, agents, and employees, or any of
14 them in arresting, detaining, charging or transporting
15 third persons.

16 In the event that any suit based upon such a claim,
17 loss or damage is brought against the City of Enumclaw,
18 the City of Duvall shall defend the same at its sole
19 cost and expense; provided that the City of Enumclaw
20 retains the right to participate in said suit if any
21 principal of governmental or public law is involved;

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1 and if final judgement is rendered against the City of
2 Enumclaw, and its officers, agents, and employees or
3 any of them, or jointly against the City of Enumclaw
4 and the City of Duvall and their respective officers,
5 agents, employees, or any of them, the City of Duvall
6 shall satisfy the same.

7 (B) The City of Enumclaw shall defend, indemnify and
8 hold harmless the City of Duvall and its officers,
9 agents, and employees, or any of them from any and all
10 claims, actions, suits, liability, loss, cost,
11 expenses, and damages of any nature whatsoever, by
12 reason of or arising out of any action or omission of
13 the City of Enumclaw, its officers, agents, and
14 employees, or any of them in confining persons who have
15 been presented to and accepted by the Enumclaw
16 Corrections Facility by the City of Duvall, its
17 officers, agents, and employees while said persons are
18 in the Enumclaw Corrections Facility or in the custody
19 of the City of Enumclaw outside the Enumclaw
20 Corrections Facility. In the event that any suit based
21 upon such claim, action, loss or damage is brought

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1 against the City of Duvall, the City of Enumclaw shall
2 defend the same at its sole cost and expense provided
3 that the City of Duvall retains the right to
4 participate in said suit if any principle governmental
5 or public law is involved, and if final judgement be
6 rendered against the City of Duvall and its officers,
7 agents, and employees, or any of them, or jointly
8 against the City of Duvall and the City of Enumclaw and
9 their respective officers, agents, and employees, or
10 any of them, the City of Enumclaw shall satisfy same.

11 (C) A prisoner shall become the responsibility of the
12 Enumclaw Corrections Facility at the point that the
13 prisoner is booked into the City of Enumclaw Facility
14 or where the prisoner has been released to the care,
15 custody and control of the City of Enumclaw. Liability
16 shall transfer to the City of Enumclaw at this point.
17 The arresting agency shall be held harmless by the City
18 of Enumclaw under the terms of this section for all
19 claims arising out of the detention of the prisoner
20 except for medical expenses. Accordingly, the City of
21 Enumclaw (Corrections Facility) shall be held harmless

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1 by the City of Duvall under the terms of this
2 agreement, for claims arising out of the arrest of the
3 prisoner, or arising out of any situation occurring
4 prior to the point where the City of Enumclaw assumes
5 responsibility for the prisoner.

6 (D) Each party agrees to provide the other with
7 evidence of insurance coverage. Each party shall obtain
8 coverage in minimum liability limits of ONE MILLION AND
9 00/100 DOLLARS (\$1,000,000.) for its liability
10 exposures, including comprehensive general liability,
11 errors and omissions, auto liability and police
12 professional liability.

13 7. NON-DISCRIMINATION/EQUALITY OF EMPLOYMENT
14 OPPORTUNITY.

15 The City of Enumclaw will provide equal employment
16 opportunity in administering this Agreement, in implementing
17 this Agreement, and in administering the Enumclaw Corrections
18 Facility, and will prohibit discriminatory treatment.

19 8. REMEDIES

20 No waiver of any right under this agreement shall be
21 effective unless made in writing by the authorized

1 representative of the party to be bound thereby. Failure to
2 insist upon full performance on any one or several occasions
3 does not constitute consent to or waiver of any later non-
4 performance, nor does payment of a billing or continued
5 performance after notice of a deficiency in performance
6 constitute an acquiescence thereto.
7

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1 9. ENTIRE AGREEMENT

2 This Agreement represents the entire understanding of
3 the parties. It supersedes any oral representations that are
4 inconsistent with or modify its terms and conditions.

5 IN WITNESS WHEREOF, the parties have caused this
6 Agreement to be executed on the day written below.

7 CITY OF DUVALL

 CITY OF ENUMCLAW

8
9 BY:  _____

 BY: _____

10
11 TITLE: Mayor _____

 TITLE: _____

12
13 DATE: 11/9/2010 _____

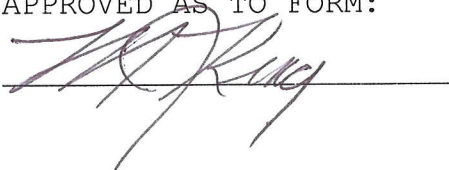
 DATE: _____

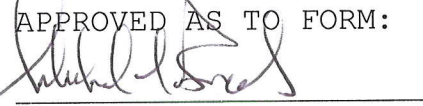
14
15 ATTEST:
16 

 ATTEST:

17 City Clerk

 City Clerk

18 APPROVED AS TO FORM:
19  _____

 APPROVED AS TO FORM:
  _____

20
21 City Attorney

 City Attorney

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