

RESOLUTION NO. 276

**A RESOLUTION OF THE TOWN OF SOUTH PRAIRIE, PIERCE COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO ENTER INTO A JAIL SERVICES AGREEMENT WITH THE CITY OF ENUMCLAW.**

**Whereas**, the Town of South Prairie is in need of available confinement facilities for incarceration resulting from conviction of South Prairie offenses through the South Prairie Municipal Court, and

**Whereas**, the City of Enumclaw has incarceration facilities available, and

**Whereas**, the City of Enumclaw is willing to provide such incarceration facilities for consideration, and

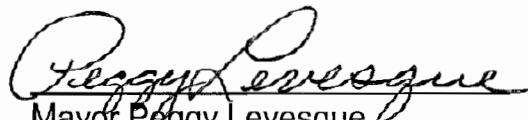
**Whereas**, it is a benefit to public health, safety and welfare to have incarceration facilities available to the Town for certain defendants sentenced by the South Prairie Municipal Court.

**Now, therefore, the Town Council of the Town of South Prairie, Pierce County, Washington do hereby resolve as follows:**

**Section 1:** The Mayor is authorized to enter into a Jail Services Agreement with the City of Enumclaw, attached hereto and incorporated by reference as Exhibit 1.

**Section 2:** If any provision of this resolution is determined to be invalid or unenforceable for any reason, the remaining provisions of this resolution and/or the attached exhibit shall remain in force and affect.

PASSED IN REGULAR AND OPEN SESSION this 24<sup>th</sup> day of AUGUST, 2006.

  
Mayor Peggy Levesque  
INTRODUCED 8-24-06

PASSED 8-24-06  
APPROVED 8-24-06  
PUBLISHED 9-13-06

Attested:

Marla Nevill  
Marla Nevill  
Town Clerk

Approved as to form:

Michael J. Reynolds  
Michael J. Reynolds  
Town Attorney



COPY

JAIL SERVICES AGREEMENT

1  
2  
3 THIS AGREEMENT made and entered into between the City of  
4 Enumclaw, a municipal corporation of the State of Washington  
5 located at 1705 Wells, Enumclaw, Washington 98022 and the ~~City~~<sup>TOWN</sup> of  
6 SOUTH PRAIRIE.

7 In accordance with the interlocal Cooperation Act (Chapter  
8 39.34 RCW) and in consideration of the conditions herein, the  
9 parties agree as follows:

10 1. PURPOSE

11 The purpose of this agreement is to provide for  
12 confinement of prisoners for the ~~City~~<sup>TOWN</sup> of SOUTH PRAIRIE in the  
13 City of Enumclaw Corrections Facility.

14 2. DEFINITIONS

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

18 (1) The ~~City~~<sup>TOWN</sup> of SOUTH PRAIRIE means a prisoner housed in  
19 the Enumclaw Corrections Facility when the ~~City~~<sup>TOWN</sup> of  
20 SOUTH PRAIRIE is the principal basis for confining that  
21 person (e.g., the person is confined by reason of a

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1 ~~City~~<sup>TOWN</sup> of SOUTH PRAIRIE ordinance violation - pretrial or  
2 post trial). It includes, but is not limited to, (a) a  
3 prisoner arrested by and booked by the ~~City~~<sup>TOWN</sup> of SOUTH  
4 PRAIRIE by reason of an "open charge" or investigation  
5 of a felony; and a prisoner detained after a ~~City~~<sup>TOWN</sup> of  
6 SOUTH PRAIRIE "hold" has been released; (b) it includes  
7 an individual arrested by the ~~City~~<sup>TOWN</sup> of SOUTH PRAIRIE and  
8 booked and housed in the Enumclaw Corrections Facility.

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

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

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1 Doctors fees, hospitalization costs, any fees of any  
2 medical practitioner, x-rays, MRIs, cat scans, dental  
3 and vision expenses.

4 3. JAIL AND HEALTH SERVICES

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

2 The City of Enumclaw hereby authorizes the use of the  
3 Enumclaw Corrections Facility, by the ~~City~~<sup>TOWN</sup> of SOUTH PRAIRIE,  
4 for confinement of persons booked and held by the ~~City~~<sup>TOWN</sup> of  
5 SOUTH PRAIRIE, subject to available space and facilities as  
6 may be determined by the City of Enumclaw Chief of Police or  
7 his/her duly authorized representative.

8 The ~~City~~<sup>TOWN</sup> of SOUTH PRAIRIE agrees to pay the City of  
9 Enumclaw the sum of FIFTY DOLLARS (\$50.00) per prisoner per  
10 24 hour period calculated from the initial booking time, (or  
11 any portion of a 24 hour period). Such payment shall be made  
12 promptly to the City of Enumclaw within 20 days after the  
13 monthly statement is submitted by the City of Enumclaw to the  
14 ~~City~~<sup>TOWN</sup> of SOUTH PRAIRIE.

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

18 5. TERM

19 This agreement shall take effect 01/01/2006 and shall  
20 extend through 01/01/2007, and shall automatically renew from  
21 year to year unless otherwise modified or terminated as

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1 provided herein. This agreement may be terminated by either  
2 party upon 90 days written notice from the party desiring  
3 termination. This agreement may be modified or canceled in  
4 writing PROVIDED THAT notice of the proposed modification or  
5 cancellation is provided at least 90 days prior to the date  
6 on which such modification or cancellation would become  
7 effective.

8 6. INDEMNIFICATION/INSURANCE

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

18 In the event that any suit based upon such a claim,  
19 loss or damage is brought against the City of Enumclaw,  
20 the ~~City~~<sup>TOWN</sup> of SOUTH PRAIRIE shall defend the same at its  
21 sole cost and expense; provided that the City of

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1 Enumclaw retains the right to participate in said suit  
2 if any principal of governmental or public law is  
3 involved; and if final judgement is rendered against  
4 the City of Enumclaw, and its officers, agents, and  
5 employees or any of them, or jointly against the City  
6 of Enumclaw and the ~~City~~<sup>TOWN</sup><sub>mn</sub> of SOUTH PRAIRIE and their  
7 respective officers, agents, employees, or any of them,  
8 the ~~City~~<sup>TOWN</sup><sub>mn</sub> of SOUTH PRAIRIE shall satisfy the same.

9 (B) The City of Enumclaw shall defend, indemnify and  
10 hold harmless the ~~City~~<sup>TOWN</sup><sub>mn</sub> of SOUTH PRAIRIE and its  
11 officers, agents, and employees, or any of them from  
12 any and all claims, actions, suits, liability, loss,  
13 cost, expenses, and damages of any nature whatsoever,  
14 by reason of or arising out of any action or omission  
15 of the City of Enumclaw, its officers, agents, and  
16 employees, or any of them in confining persons who have  
17 been presented to and accepted by the Enumclaw  
18 Corrections Facility by the ~~City~~<sup>TOWN</sup><sub>mn</sub> of SOUTH PRAIRIE, its  
19 officers, agents, and employees while said persons are  
20 in the Enumclaw Corrections Facility or in the custody  
21 of the City of Enumclaw outside the Enumclaw

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1 Corrections Facility. In the event that any suit based  
2 upon such claim, action, loss or damage is brought  
3 against the ~~City~~<sup>TOWN</sup> of SOUTH PRAIRIE, the City of Enumclaw  
4 shall defend the same at its sole cost and expense  
5 provided that the ~~City~~<sup>TOWN</sup> of SOUTH PRAIRIE retains the  
6 right to participate in said suit if any principle  
7 governmental or public law is involved, and if final  
8 judgement be rendered against the ~~City~~<sup>TOWN</sup> of SOUTH PRAIRIE  
9 and its officers, agents, and employees, or any of  
10 them, or jointly against the ~~City~~<sup>TOWN</sup> of SOUTH PRAIRIE and  
11 the City of Enumclaw and their respective officers,  
12 agents, and employees, or any of them, the City of  
13 Enumclaw shall satisfy same.

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

1 claims arising out of the detention of the prisoner  
2 except for medical expenses. Accordingly, the City of  
3 Enumclaw (Corrections Facility) shall be held harmless  
4 by the ~~City~~<sup>TOWN</sup> of SOUTH PRAIRIE under the terms of this  
~~City~~<sup>mn</sup>  
5 agreement, for claims arising out of the arrest of the  
6 prisoner, or arising out of any situation occurring  
7 prior to the point where the City of Enumclaw assumes  
8 responsibility for the prisoner.

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

16 7. NON-DISCRIMINATION/EQUALITY OF EMPLOYMENT  
17 OPPORTUNITY.

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

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1           8.    REMEDIES

2           No waiver of any right under this agreement shall be  
3   effective unless made in writing by the authorized  
4   representative of the party to be bound thereby. Failure to  
5   insist upon full performance on any one or several occasions  
6   does not constitute consent to or waiver of any later non-  
7   performance, nor does payment of a billing or continued  
8   performance after notice of a deficiency in performance  
9   constitute an acquiescence thereto.

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9. ENTIRE AGREEMENT

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

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

~~TOWN~~  
~~CITY~~ of SOUTH PRAIRIE  
~~mm~~

CITY OF ENUMCLAW

BY: Peggy Levesque

BY:

TITLE: Mayor

TITLE:

DATE: 8/24/06

DATE:

ATTEST: Marla Nevill

ATTEST:

~~TOWN~~  
~~Washington State~~ Clerk  
~~mm~~

City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
~~TOWN~~  
~~Washington State~~ Attorney  
~~mm~~

City Attorney

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