

JAIL SERVICE CONTRACT

~~CITY~~ THIS AGREEMENT, made and entered into this 1st day of October, 1999, by and between the ~~TOWN~~ OF ROY, hereinafter called "ROY", and the CITY OF BUCKLEY, hereinafter called 'BUCKLEY'.

WITNESSETH:

WHEREAS, pursuant to Chapters 39.34 and 70.48 RCW, ROY and BUCKLEY may enter into an agreement through their respective legislative bodies whereby BUCKLEY shall furnish jail facilities for ROY prisoners upon such terms as may be mutually agreed upon; and

WHEREAS, it is considered necessary and desirable in the public interest that BUCKLEY and ROY exercise the rights and privileges afforded by said statute;

NOW, THEREFORE, it is mutually agreed by and between the ROY and BUCKLEY as follows:

1. AVAILABILITY OF JAIL FACILITIES

BUCKLEY agrees to furnish its facilities and personnel for the confinement of ROY prisoners in the same manner and to the same extent as BUCKLEY furnishes said services for confinement of its own prisoners. BUCKLEY jail facilities shall be made available and furnished for holding of ROY Prisoners held upon arrest, awaiting trial and service of imposed jail terms. It is understood and agreed that BUCKLEY shall have no obligation to confine additional ROY prisoners when the BUCKLEY facility is at its maximum capa and in such events, ROY will make diligent efforts to confine its Prisoners elsewhere.

2. GUARANTEED BED SPACE

ROY agrees to pay BUCKLEY a daily rate for each day or portion of a day for each ROY Prisoner as set forth in this AGREEMENT

- a. The term ROY prisoner as used in this Agreement shall mean persons confined in jail pursuant to a violation of a ROY ordinance or regulation chargeable as a misdemeanor or a gross misdemeanor.
- b. The daily rate for lodging, in the Buckley City Jail, shall be \$48.00 per day plus medical expenses.

3. METHOD AND TIME OF PAYMENTS

The amounts under the terms of this Agreement shall be due and payable within thirty days from and after receipt of an itemized invoice by each party to the other, listing thereon the services rendered and itemized billing therefor. BUCKLEY agrees to bill monthly for all sums described hereunder.

4. COPY OF ARREST WARRANT OR CITATION

ROY law enforcement officers placing ROY misdemeanor-charged prisoners in the BUCKLEY jail shall, in every instance, first furnish an arrest warrant or citation to the BUCKLEY Jail.

5. ROY LAW ENFORCEMENT OFFICER PRESENCE

ROY law enforcement officer placing arrested prisoners in custody in the BUCKLEY jail shall be required to remain in the immediate presence of the arrested person and shall be considered to have such person in their sole custody until the BUCKLEY booking officer audibly states that the ROY law enforcement officer may leave, and at such time and only then, will BUCKLEY come into custody of said prisoner.

6. RECORDKEEPING

ROY agrees to maintain its own system of arrests and disposition finger print cards.

7. JAIL RULES AND REGULATIONS

ROY agrees that when any ROY prisoner is being delivered to the BUCKLEY jail, persons delivering said prisoners shall comply with such reasonable rules and regulations as shall from time to time be established. ROY prisoners in custody at the BUCKLEY jail will be subject to all applicable rules, regulations and standards governing operation of the BUCKLEY jail, including any emergency security rules imposed by the Chief of Police.

8. ROY ACCESS TO PRISONERS

All ROY police officers and investigators shall have the right to interview the prisoners inside the confines of the BUCKLEY jail subject only to necessary security rules. Interview rooms will be made available to ROY police officers in equal priority with those of any other department, including the Buckley Police Department.

9. RELEASE OF ROY PRISONERS FROM BUCKLEY JAIL

No ROY prisoners confined in the BUCKLEY jail shall be removed except:

- a. When requested by the ROY police department.
- b. By order of the ROY 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 ROY prisoner is charged.
- d. In compliance with a writ of habeas corpus.
- e. For interviews by the ROY attorney or member of the ROY police department.
- f. If the prisoner has served his sentence of the charge pending against said prisoner has been dismissed or bail or other recognizance has been posted as required by the courts.

10. HEALTH CARE

ROY shall be responsible for all medical, dental or mental health costs incurred by or on behalf of a ROY prisoner including prescriptions, appliances, supplies or other treatments ordered by the practitioner, with the exception of the services currently provided within the Jail. BUCKLEY may refuse to accept a ROY prisoner in obvious need of medical, dental or mental health attention.

Additionally, in the event a ROY prisoner's medical, dental or mental condition in the judgment of the BUCKLEY Jail necessitates the attention of a medical, dental or mental health professional, ROY authorizes BUCKLEY to solicit such medical dental or mental health services of the ROY prisoner. It is understood and agreed that prior to soliciting said services BUCKLEY shall make a reasonable effort to notify either orally or in writing the ROY Police Department of BUCKLEY'S intention. All emergency situations shall be handled according with BUCKLEY policy, with ROY being notified the next business day.

BUCKLEY shall only be responsible for a ROY prisoner's medical, dental or mental health costs if it is determined that said costs were incurred as a result of the negligence of BUCKLEY or its employees. ROY shall first notify BUCKLEY Chief of Police as to medical or mental health

costs for ROY prisoners. The parties shall make a good faith effort to resolve any disagreement under this paragraph. If a resolution cannot be reached, the parties shall refer the matter to an independent arbitrator selected by the parties. The cost of arbitration shall be the responsibility of the losing party. Each party shall be responsible for its costs and attorney fees.

11. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

ROY agrees to indemnify and hold harmless BUCKLEY, its elected and appointed officers and their officers and employees from and against all claims, demands and causes of action of any kind or character, including the cost of defense thereof arising from actions of ROY or its officers or employees.

Similarly, BUCKLEY agrees to indemnify and hold harmless ROY, its elected and appointed officers and employees from and against all claims, demands and causes of action of any kind or character, including the cost of defense thereof arising from actions of BUCKLEY, its officers or employees in conducting the jail activity.

12. DURATION AND TERMINATION OF AGREEMENT

The duration of this Agreement shall be for the initial term of one year, commencing October 1, 1999, and shall continue in effect for subsequent calendar year terms provided that either party may terminate this agreement by giving 90 days written notice to the other party. Provided further that the failure of any party to perform its obligations under this Agreement, said failure amounting to a substantial breach of the terms and conditions contained herein, shall constitute grounds for the withdrawal from this Agreement by any party adversely affected by said breach.

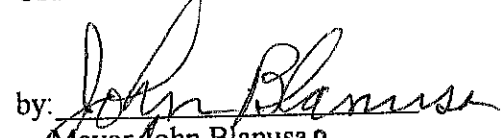
DATE 1-20-00

DATE 12-23-99

TOWN OF ROY

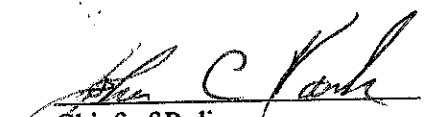
CITY OF BUCKLEY

by: 
Mayor / Administrator

by: 
Mayor John Blanusca

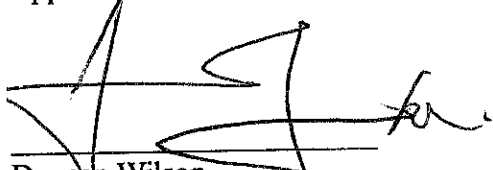
~~Administrator~~

Administrator Tamarah Knapp


Chief of Police


Chief of Police Art McGehee

Approved As To Form:


Duncan Wilson
City Attorney

RESOLUTION NO. 401

CITY OF ROY, WASHINGTON

A RESOLUTION authorizing and directing the Mayor to enter into a Jail Service Contract with the City of Buckley for the confinement of the City's prisoners.

BE IT RESOLVED BY THE CITY COUNCIL, OF THE


CITY OF ROY, WASHINGTON:

Section 1. That the Mayor is hereby authorized and directed to enter into a Jail Service Contract with the City of Buckley for the confinement of the City's prisoners, a copy of which is attached hereto and made a part hereof.

Adopted this 8th day of November, 1999.


MAYOR

Attest:


BETTY J. GARRISON
Clerk/Treasurer

Approved as to Form:


GORDON A. SCRAGGIN
City Attorney