

RESOLUTION NO. 282

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

Whereas, the Town of South Prairie has a municipal court system, and

Whereas, the Town of South Prairie contracts with another jurisdiction for municipal court services, and

Whereas, convictions of violations occurring within the South Prairie municipal court system can result in incarceration, and

Whereas, the Town is in need of a facility for incarceration, and

Whereas, the City of Buckley is willing to provide incarceration facilities, and

Whereas, for an effective criminal justice system, and for the protection of public health, safety and welfare, an incarceration system is necessary.

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 the Jail Services Contract with the City of Buckley, attached hereto and incorporated by reference as if set out in full.

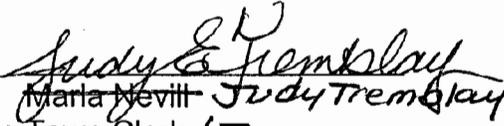
Section 2: If any provision of this resolution and/or the attached Contract is determined to be invalid or unenforceable for any reason, the remaining provisions of this resolution and/or the attached Contract shall remain in force and affect.

PASSED IN REGULAR AND OPEN SESSION this 3rd day of October, 2006.

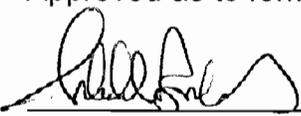

Mayor Peggy Levesque
INTRODUCED 10-3-06

PASSED 10-3-06
APPROVED 10-3-06
PUBLISHED 10-25-06

Attested:


~~Marla Nevill~~ Judy Tremblay
deputy Town Clerk / Treasurer

Approved as to form:



Michael J. Reynolds
Town Attorney



JAIL SERVICE CONTRACT

THIS AGREEMENT, made and entered into this 1st day of September 2006, by and between the CITY OF SOUTH PRAIRIE, hereinafter called SOUTH PRAIRIE, and the CITY OF BUCKLEY, hereinafter called "BUCKLEY".

WITNESSETH:

WHEREAS, pursuant to Chapters 39.34 and 70.48 RCW, SOUTH PRAIRIE and BUCKLEY may enter into an agreement through their respective legislative bodies whereby BUCKLEY shall furnish jail facilities for SOUTH PRAIRIE 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 SOUTH PRAIRIE exercise the rights and privileges afforded by said statute:

NOW, THEREFORE, it is mutually agreed by and between SOUTH PRAIRIE and BUCKLEY as follows:

1. AVAILABILITY OF JAIL FACILITIES

BUCKLEY agrees to furnish its facilities and personnel for the confinement of SOUTH PRAIRIE 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 SOUTH PRAIRIE 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 SOUTH PRAIRIE prisoners when the BUCKLEY facility is at its maximum capacity and in such events, SOUTH PRAIRIE will make diligent efforts to confine its prisoners elsewhere.

2. GUARANTEED BED SPACE

SOUTH PRAIRIE agrees to pay BUCKLEY a daily rate for each day or portion of a day for each SOUTH PRAIRIE prisoner as set forth in this AGREEMENT.

- a. The term SOUTH PRAIRIE prisoner as used in this Agreement shall mean persons confined in jail pursuant to a violation of a SOUTH PRAIRIE ordinance or regulation chargeable as a misdemeanor or a gross misdemeanor.
- b. The daily rate for lodging, in the Buckley City Jail, shall be \$52.00 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 therefore. BUCKLEY agrees to bill monthly for all sums described hereunder.

4. COPY OF ARREST WARRANT OR CITATION

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

5. SOUTH PRAIRIE LAW ENFORCEMENT OFFICER PRESENCE

SOUTH PRAIRIE 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 SOUTH PRAIRIE law enforcement officer may leave, and as such time and only then, will BUCKLEY come into custody of said prisoner.

6. RECORDKEEPING

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

7. JAIL RULES AND REGULATIONS

SOUTH PRAIRIE agrees that when any SOUTH PRAIRIE 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. SOUTH PRAIRIE 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. SOUTH PRAIRIE ACCESS TO PRISONERS

All SOUTH PRAIRIE 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 SOUTH PRAIRIE police officers in equal priority with those of any other department, including the Buckley Police Department.

9. RELEASE OF SOUTH PRAIRIE PRISONERS FROM BUCKLEY JAIL

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

- a. When requested by the SOUTH PRAIRIE police department.
- b. By order of the SOUTH PRAIRIE 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 SOUTH PRAIRIE prisoner is charged.
- d. In compliance with a writ of habeas corpus.
- e. For interviews by the SOUTH PRAIRIE attorney or member of the SOUTH PRAIRIE 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

SOUTH PRAIRIE shall be responsible for all medical, dental or mental health costs incurred by or on behalf of a SOUTH PRAIRIE 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 SOUTH PRAIRIE prisoner in obvious need of medical, dental or mental health attention. Additionally, in the event a SOUTH PRAIRIE 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, SOUTH PRAIRIE authorizes BUCKLEY to solicit such medical dental or mental health services for the SOUTH PRAIRIE 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 SOUTH PRAIRIE Police Department of the COPS intention. All emergency situations shall be handled according with BUCKLEY policy, with SOUTH PRAIRIE being notified the next business day.

BUCKLEY shall only be responsible for a SOUTH PRAIRIE 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. SOUTH PRAIRIE shall first notify BUCKLEY Chief of Police as to medical or mental health costs for SOUTH PRAIRIE 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

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

Similarly, BUCKLEY agrees to indemnify and hold harmless SOUTH PRAIRIE, 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 January 1, 2004, 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 10.3.06

DATE _____

CITY OF SOUTH PRAIRIE

CITY OF BUCKLEY

By: Peggy Lesesque
Mayor

By: _____
Mayor

By: Judy E. Gremblay
~~Administrator~~ Deputy

By: _____
Administrator

By: _____
Chief of Police

By: _____
Chief of Police

Approved as to form:

Approved as to form:

By: _____
City Attorney

By: _____
City Attorney