

RESOLUTION NO. 775

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UNIVERSITY PLACE
APPROVING AN INTERLOCAL AGREEMENT FOR THE PROVISION OF JAIL
SERVICES BETWEEN THE CITY OF UNIVERSITY PLACE AND THE CITY OF
TOPPENISH SUBSTANTIALLY IN THE FORM ATTACHED HERETO**

WHEREAS, the City has jurisdiction over misdemeanor offenses within University Place; and

WHEREAS, while many jurisdictions have more than one jail contract for the housing of inmates, typically with varying daily costs, University Place has historically contracted only with Pierce County for jail services; and

WHEREAS, the City of University Place Municipal Court tries to utilize alternative sentencing to the greatest degree consistent with justice, and jail sentences over thirty (30) days are quite rare; however, occasionally an offender must, in the interest of justice and public safety, be sentenced to more than thirty (30) days. This can result in significant unanticipated costs to the City; and

WHEREAS, the City's contract with the Pierce County jail is not exclusive, and while the City of University Place has no issues with the jail services provided by Pierce County, given current uncertainties regarding the Pierce County Jail budget and costs, as well as simple prudence in identifying at least one alternate provider, staff have identified the City of Toppenish's new jail as a useful additional resource for inmates sentenced to a term of over thirty (30) days; and

WHEREAS, the Toppenish Jail is a municipal jail run by the Toppenish Police Department and has been vetted for risk and insurance purposes. The daily rate is lower than that contained in the City's current agreement with Pierce County, and we have consulted with the Pierce County Sheriff's Department, who expressed no concerns;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF UNIVERSITY PLACE,
WASHINGTON, AS FOLLOWS:**

1. Incorporation. The recitals are hereby incorporated herein as if set forth in full.
2. Approval of Interlocal Agreement. The Interlocal Agreement for Provision of Jail Services Between the City of University Place and the City of Toppenish is hereby approved substantially in the form attached hereto.
3. Effective Date. This Resolution shall be effective immediately upon adoption by the City Council.

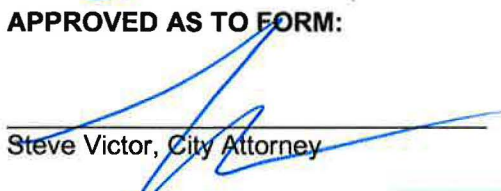
ADOPTED BY THE CITY COUNCIL ON DECEMBER 1, 2014.


Denise McCluskey, Mayor

ATTEST:


Emelita Genetia, City Clerk

APPROVED AS TO FORM:


Steve Victor, City Attorney

**INTERLOCAL AGREEMENT FOR PROVISION OF JAIL SERVICES
BETWEEN THE CITY OF UNIVERSITY PLACE AND
THE CITY OF TOPPENISH**

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 39.34 of the Revised Code of Washington, on the 1st day of December, 2014, by and between the City of University Place, a Washington municipal corporation, and the City of Toppenish, a Washington municipal corporation (collectively referred to herein as the "parties").

WHEREAS, the City of University Place has jurisdiction over misdemeanor offenses within University Place; and

WHEREAS, the City of University Place has only one non-exclusive contract for the provision of jail services; and

WHEREAS, the City of University Place has deemed it prudent and necessary to enter into an additional contract with the City of Toppenish for the provision of jail services; and

WHEREAS, the City of Toppenish Jail is operated by its Police Department and meets the criteria of the City of University Place for risk and insurance purposes; and

WHEREAS, the City of Toppenish desires to provide jail services for the City of University Place;

NOW, THEREFORE, pursuant to Chapter 39.34 RCW, and in consideration of the mutual benefits and covenants described herein, the City of University Place and the City of Toppenish agree as follows:

1. **INCORPORATION OF RECITALS.** Each of the recitals set forth above is incorporated into this Agreement as though fully set forth herein.
2. **PURPOSE.** It is the purpose and intent of this Agreement that the City of Toppenish, through its Police Department, and the City of University Place, through its Police Department, shall cooperate with each other for the care, keeping and custody of male and female University Place Municipal Court committed prisoners, 18 years of age and older, pursuant to the authority of Section 39.34.080 of the Revised Code of Washington. This Agreement is intended to apply to those instances in which it is desirable for the University Place Police Department, and not an undue burden on the Toppenish Police Department, that a person be detained at the Toppenish City Jail Facility.
3. **INCARCERATION.** The City of Toppenish shall accept and incarcerate male and female prisoners arrested by the City of University Place police officers, and will feed and otherwise generally care for those prisoners in the same manner as its own prisoners and in a manner consistent with the rules governing its jail, provided that the jail facility has available space, and that no prisoner remains in the custody of the City of Toppenish in excess of 364 days on any one charge, for any reason.

The City of University Place shall determine the amount of time to be served by any person who is incarcerated by the University Place Municipal Court, whether for commitment, in lieu of fine payments or otherwise, and enter it on the court commitment order when committing a prisoner into the custody of the Toppenish Jail. Prisoners who do not have their times calculated will be released.

4. **PAYMENT.** The City of University Place shall pay the City of Toppenish for the incarceration of its prisoners, the sum of \$35.00 per prisoner per day or any portion thereof. The City of Toppenish shall, by the fifteenth (15th) day of each month, send to the City of University Place a statement of incarceration charges incurred in the preceding month. The City of University Place shall cause it to be paid within thirty (30) days of receipt.
5. **PRISONER DELIVERY AND NOTIFICATION.** The City of Toppenish through its Police Department shall be responsible for delivering male and female prisoners to its facility for incarceration. The City of University Place shall be responsible for notifying the City of Toppenish of the date and time any prisoner is to be released. No person who appears to be sick or injured will be accepted for booking until he / she has received proper medical attention.
6. **BOOKING PROCEDURE.** Male and female prisoners will be booked and released by Toppenish City Corrections Officers according to the procedures and policies of the Toppenish Police Department by completing for each prisoner an appropriate booking sheet with a copy to be provided to the arresting officer. Prisoners' personal property will be held and handled in the same manner as those prisoners of the City of Toppenish. A sick or injured prisoner will not be accepted until a medical release is acquired from a medical care provider.
7. **COURT APPEARANCES.** The City of University Place will be responsible for arranging court appearances for the prisoners subject to this Agreement, and will, whenever necessary for court appearances, arrange to take custody of such prisoners at the jail facility and redeliver such prisoners if appropriate.
8. **BAIL OR FINE.** The City of Toppenish shall not accept bail and bonds for the City of University Place, but shall notify the University Place clerk or the University Place Police Department, of the request to post such monies.
9. **LIABILITY.** The City of Toppenish will be responsible and hold the City of University Place harmless, for injury to a prisoner resulting directly from its negligence in maintaining the jail facility, or that of its officers or agents, or other mistreatment of prisoners, and for the loss of or damage to any prisoner's property while the prisoner is in the City's custody.

The City of University Place agrees to hold harmless, indemnify and defend the City of Toppenish and its officers, officials, employees and agents from and against all suits, actions, claims, liability and / or costs arising in any manner from the City of University Place's actions and / or omissions in relation to this Agreement including but not

limited to claim of false arrest or detention unless such suit, action, claim, liability or cost is caused solely by the negligence of the City of Toppenish.

10. **MEDICAL TREATMENT.** The City of Toppenish will provide and furnish for prisoners confined in its jail facility that minor medical care, attention and treatment which is administered within the jail facility to its own prisoners. The City of University Place will bear the expense of prescription medicines and other physician, hospital, convalescent, dental or other medical care of its own prisoners confined within the jail facility under authority of this Agreement. The City of Toppenish will bear the expense of any such medical care that is directly caused by misfeasance, or malfeasance of the City of Toppenish, its Officers or Agents. It shall be the responsibility of Toppenish police officers to transport sick or injured prisoners to medical care providers at the direction of the City of University Place, for emergency medical care.
11. **UNIFORM ALCOHOLISM TREATMENT.** The City of Toppenish shall not be responsible for, nor take into custody, any individual taken into protective custody by the City of University Place in accordance with RCW Chapter 70.96A Uniform Alcoholism and Intoxicated Treatment.
12. **IMPLEMENTATION.** The Toppenish Chief of Police and the University Place Chief of Police will be jointly responsible for implementation and proper administration of the Agreement, and will refer problems of implementation to the governing body of the Cities for resolution if necessary.
13. **MODIFICATION.** Modifications of this Agreement may be accomplished by written agreement between the City of Toppenish and the City of University Place and oral understandings or agreements shall not suffice to alter the terms of this Agreement.
14. **TERMINATION.** Termination of this Agreement by either party may be accomplished upon thirty (30) days' written notice to the other party stating the reason for said termination.
15. **TERM.** The initial term of this Agreement is for one (1) year through December 31, 2015, with the parties consulting on a regular basis to establish whether amendments are needed to achieve the best results possible for both parties. Without such notice the Agreement automatically renews for five (5) year increments through December 31, 2020.
16. **PROPERTY.** It is not anticipated that any real or personal property will be jointly acquired or purchased by the parties solely because of this Agreement.
17. **EQUAL OPPORTUNITY.** The parties hereto are equal opportunity employers.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to become effective on the day and year first mentioned above.

CITY OF TOPPENISH

CITY OF UNIVERSITY PLACE

By _____
William Murphy
City Manager

By _____
Stephen P. Sugg
City Manager

Approved as to form:

Approved as to form:

City Attorney

Steve Victor, City Attorney