

Clerk's  
Receiving  
Number 069  
Date 1/30/98  
City \_\_\_\_\_  
Clerk \_\_\_\_\_  
*Contract C-97-13*

1 JAIL SERVICES AGREEMENT

2 THIS AGREEMENT made and entered into between the City of Enumclaw, a municipal  
3 corporation of the State of Washington located at 1705 Wells, Enumclaw, Washington 98022 and  
4 the City of Maple Valley, a municipal corporation of the State of Washington and pursuant to the City  
5 and County Jails Act (RCW 70.48, as amended).

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

8 1. PURPOSE

9 The purpose of this agreement is to provide for confinement of the prisoners of the  
10 City of Maple Valley in the City of Enumclaw Corrections Facility.

11 2. DEFINITIONS

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

- 14 (1) "City of Maple Valley prisoner" means a prisoner housed in the Enumclaw  
15 Corrections Facility when a City of Maple Valley charge is the principal basis for  
16 confining that person (e.g., the person is confined by reason of a City of Maple Valley  
17 ordinance violation - pretrial or post trial). It includes, but is not limited to, (a) a  
18 prisoner arrested by and booked by the City of Maple Valley Police by reason of an  
19 "open charge" or investigation of a felony; and a prisoner detained after a City of

1 Maple Valley "hold" has been released; (b) it includes an individual arrested by City  
2 of Maple Valley Police and booked and housed in the Enumclaw Corrections Facility.

3 (2) "Corrections Facility" means a place primarily designed, staffed, and used for the  
4 housing of adults charged with criminal offense; for the punishment and correction of  
5 offenders after conviction of criminal offense; or for confinement during a criminal  
6 investigation or for civil detention to enforce a court order. Upon the date of the  
7 execution of this agreement, the term "jail" includes the City of Enumclaw  
8 Corrections Facility operated by the City of Enumclaw pursuant to this agreement.

9 3. JAIL AND HEALTH SERVICES

10 The City of Enumclaw shall accept for confinement in the Enumclaw Corrections Facility  
11 those persons who are City of Maple Valley prisoners as defined in Article 2 and shall furnish  
12 the City of Maple Valley with the corrections facility, booking and custodial services and  
13 personnel for the confinement of City of Maple Valley inmates at least equal to those the City  
14 of Enumclaw provides for the confinement of its own inmates. The services provided herein  
15 shall include basic medical care, as defined by Washington State Custodial Care Standards  
16 (WAC 289-20) except hospitalization, prescriptions, surgical and dental care which the City  
17 of Maple Valley agrees to bear. The services included herein shall include the standard Police  
18 use photograph for each person booked and held by the City of Enumclaw for the City of  
19 Maple Valley. The City of Enumclaw shall furnish to the City of Maple Valley all medical and

1 health care services required pursuant to Federal or State law and regulations promulgated  
2 thereto.

3 4. COMPENSATED

4 The City of Enumclaw hereby authorizes the use of the Enumclaw Corrections  
5 Facility, by the City of Maple Valley, for confinement of persons booked and held by the City  
6 of Maple Valley, subject to available space and facilities as may be determined by the City of  
7 Enumclaw Chief of Police or his/her duly authorized representative.

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

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

16 5. TERM

17 This agreement shall take effect 09/01/97 and shall extend through 12/01/98 , and  
18 shall automatically renew from year to year unless otherwise modified or terminated as  
19 provided herein. This agreement may be terminated by either party upon 90 days written  
20 notice from the party desiring termination. This agreement may be modified or canceled in

1 writing PROVIDED THAT notice of the proposed modification or cancellation is provided  
2 at least 90 days prior to the date on which such modification or cancellation would become  
3 effective.

4 6. INDEMNIFICATION/INSURANCE

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

11 In the event that any suit based upon such a claim, loss or damage is brought against  
12 the City of Enumclaw, the City of Maple Valley shall defend the same at its sole cost  
13 and expense; provided that the City of Enumclaw retains the right to participate in  
14 said suit if any principal of governmental or public law is involved; and if final  
15 judgement is rendered against the City of Enumclaw, and its officers, agents, and  
16 employees or any of them, or jointly against the City of Enumclaw and the City of  
17 Maple Valley and their respective officers, agents, employees, or any of them, the City  
18 of Maple Valley shall satisfy the same.

19 (B) The City of Enumclaw shall defend, indemnify and hold harmless the City of  
20 Maple Valley and its officers, agents, and employees, or any of them from any and all

1 claims, actions, suits, liability, loss, cost, expenses, and damages of any nature  
2 whatsoever, by reason of or arising out of any action or omission of the City of  
3 Enumclaw, its officers, agents, and employees, or any of them in confining persons  
4 who have been presented to and accepted by the Enumclaw Corrections Facility by  
5 the City of Maple Valley, its officers, agents, and employees while said persons are  
6 in the Enumclaw Corrections Facility or in the custody of the City of Enumclaw  
7 outside the Enumclaw Corrections Facility. In the event that any suit based upon such  
8 claim, action, loss or damage is brought against the City of Maple Valley, the City of  
9 Enumclaw shall defend the same at its sole cost and expense provided that the City  
10 of Maple Valley retains the right to participate in said suit if any principle  
11 governmental or public law is involved, and if final judgement be rendered against the  
12 City of Maple Valley and its officers, agents, and employees, or any of them, or jointly  
13 against the City of Maple Valley and the City of Enumclaw and their respective  
14 officers, agents, and employees, or any of them, the City of Enumclaw shall satisfy  
15 same.

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

1 the terms of this section for all claims arising out of the detention of the prisoner.  
2 Accordingly, the City of Enumclaw (Corrections Facility) shall be held harmless by  
3 the City of Maple Valley under the terms of this agreement, for claims arising out of  
4 the arrest of the prisoner, or arising out of any situation occurring prior to the point  
5 where the City of Enumclaw assumes responsibility for the prisoner.

6 (D) Each city agrees to provide the other with evidence of insurance coverage, in  
7 the form of a letter from the cities insurance pool (WCIA), respecting each City. Each  
8 City shall obtain and maintain coverage in minimum liability limits of ONE MILLION  
9 AND 00/100 DOLLARS (\$1,000,000) for its liability exposures, including  
10 comprehensive general liability, errors and omissions, auto liability and police  
11 professional liability.

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

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

17 8. REMEDIES

18 No waiver of any right under this agreement shall be effective unless made in writing  
19 by the authorized representative of the party to be bound thereby. Failure to insist upon full  
20 performance on any one or several occasions does not constitute consent to or waiver of any

1 later non-performance, nor does payment of a billing or continued performance after notice  
2 of a deficiency in performance constitute an acquiescence thereto.

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.

CITY OF MAPLE VALLEY

CITY OF ENUMCLAW

BY: [Signature]

BY: [Signature]

TITLE: City Manager

TITLE: Mayor

DATE: 1-30-98

DATE: \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

City Clerk

City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_

\_\_\_\_\_

City Attorney

City Attorney

Clerk's C-97-13  
Receiving  
Number 273  
Date 9/7/01  
City

**RESOLUTION NO. 898**

**A RESOLUTION OF THE CITY OF ENUMCLAW, KING COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO EXECUTE AN ADDENDUM TO THE JAIL SERVICES CONTRACT BETWEEN ENUMCLAW AND MAPLE VALLEY TO PROVIDE GUARANTEED SPACE OF TWO MAPLE VALLEY PRISONERS PER DAY.**

**Whereas,** Enumclaw and Maple Valley had previously entered into a Jail Services Agreement dated May 28, 1998, and

**Whereas,** the parties have negotiated an amendment to the contract to provide for a new section, reservation of facilities, to guarantee Maple Valley at least two prisoners per day, and

**Whereas,** this agreement is entered into under the Interlocal Cooperation Act, RCW 39.34, and

**Whereas,** the revenue generated from this agreement is for the benefit of the public health, safety and welfare of the citizens of Enumclaw.

**Now, therefore, the City Council of the City of Enumclaw, King County, Washington do hereby resolve as follows:**

**Section 1:** The Mayor is authorized to execute the Addendum attached hereto and incorporated by reference as Exhibit "1" to the Jail Services Agreement between the City of Enumclaw and the City of Maple Valley adding a new section on Reservation of Facilities as set forth in Exhibit "1"

**Section 2:** If any provision of this resolution or Exhibit "1" attached hereto or the Jail Services Agreement dated January 28, 1998 is determined to be invalid or unenforceable for any reason, the remaining provisions of this resolution and/or

Addendum and/or Jail Services Agreement of January 28, 1998 shall remain in force and affect.

PASSED IN REGULAR AND OPEN SESSION this 25 day of June, 2001.

\_\_\_\_\_  
Mayor George Rossman  
INTRODUCED 6-25-01  
PASSED 6-25-01  
APPROVED 6-25-01  
PUBLISHED \_\_\_\_\_

Attested: /

\_\_\_\_\_  
Marcia Hopkins  
City Clerk

Approved as to form:

\_\_\_\_\_  
Michael J. Reynolds  
City Attorney

EXHIBIT "1"

ADDENDUM

This addendum amends that certain JAIL SERVICES AGREEMENT, last dated January 28, 1998, by and between the City of Maple Valley and the City of Enumclaw and entered into under the Interlocal Cooperation Act, RCW 39.34, for the confinement of prisoners of the City of Maple Valley in the City of Enumclaw Corrections Facility:

A. New Section. A new Section 9, "Reservation of Facilities," is hereby added, which shall read as follows:

9. Reservation of Facilities: The City of Enumclaw shall reserve within the City of Enumclaw Corrections Facility space sufficient to confine at least two (2) City of Maple Valley prisoners per day. The City of Maple Valley agrees to compensate the City of Enumclaw pursuant to Section 4 herein in order to reserve these two spaces, whether the spaces are used or not.

B. No Other Amendments. All other terms and conditions of the underlying JAIL SERVICES AGREEMENT shall remain in full force and effect.

DATED: 6/25, 2001.

CITY OF MAPLE VALLEY, WASHINGTON

CITY OF ENUMCLAW, WASHINGTON

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: City Manager

TITLE: Mayor, City of Enumclaw

DATE: 09/04/01

DATE: 6-25-01

ATTEST: \_\_\_\_\_

ATTEST: 6-25-01

City Clerk

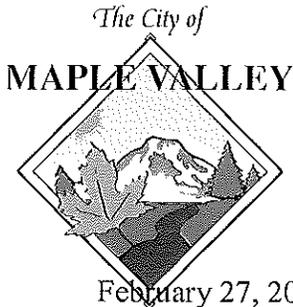
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
City Attorney



Clerk's  
Receiving No. 965  
Date: 03/27/2007  
Reference: R-07-521  
City Clerk: \_\_\_\_\_  
*Deputy*

P.O. Box 320 • 22035 SE Wax Road • Maple Valley, WA 98038  
Phone: 425-413-8800 • FAX: 425-413-4282

February 27, 2007

**RECEIVED**  
**MAR 26 2007**  
**CITY OF MAPLE VALLEY**

Mayor and City Clerk  
City of Enumclaw  
1339 Griffin Ave  
Enumclaw, WA 98022

Subject: Jail Services Agreement, City of Maple Valley Contract No. C-97-13  
Amendment No. 1

Dear Mayor and City Clerk:

Pursuant to our mutual agreement, this letter amends our Jail Services Agreement, City of Maple Valley contract No. C-97-13, as follows to increase the compensation for jail services.

Section 4. COMPENSATED

The City of Enumclaw hereby authorizes the use of the Enumclaw Corrections Facility by the City of Maple Valley for confinement of persons booked and held by the City of Maple Valley, subject to available space and facilities as may be determined by the City of Enumclaw Chief of Police or his/her duly authorized representative.

The City of Maple Valley agrees to pay the City of Enumclaw the sum of Fifty Five and no/100 Dollars (\$55.00) per prisoner per 24 hour period calculated from the initial booking time (or any portion of a 24 hour period). Such payment shall be made promptly to the City of Enumclaw within 20 days after the monthly statement is submitted by the City of Enumclaw to Maple Valley.

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

All other provisions of Contract No. C-97-13 shall remain the same and in full effect.

The parties signed below agree to this contract modification.

CITY OF MAPLE VALLEY

CITY OF ENUMCLAW

\_\_\_\_\_  
Anthony Hemstad  
City Manager  
Date: 3.16.07

\_\_\_\_\_  
Print name: MARK D BOWER  
Title: C.A.  
Date: 3/23/07