

RESOLUTION NO. 813

**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 PIERCE COUNTY**

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

WHEREAS, while the City has historically contracted for police, courts, and jail, all of those services utilize University Place's police power, and the authority and responsibility for all aspects of law enforcement remain with the City; and

WHEREAS, the City has contracted with Pierce County in the past for all law enforcement services, including police, jail and courts. More recently, the City has contracted with Lakewood for courts, and while maintaining its contract to use the Pierce County Jail for most misdemeanants, the City added an additional jail contract with the City of Toppenish for an additional jail resource for inmates sentenced to a term of over thirty (30) days; and

WHEREAS, the City's existing Agreement with the Pierce County Jail expires this year. The City's Public Safety Office, in conjunction with the City Attorney's Office, has reviewed available jails in the region and has determined that for most misdemeanants the Pierce County Jail remains the City's best option because the daily rate includes medical services; and

WHEREAS, the proposed Agreement would continue the City's ability to utilize the Pierce County Jail for misdemeanants, and it includes a clause which will give University Place the benefit of any better rates or other terms that may in the future be negotiated between the Jail and any other customer; and

WHEREAS, the proposed Agreement is non-exclusive, so in the future the City may contract with other additional jail service providers.

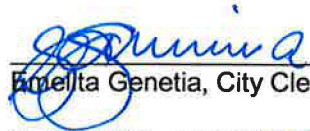
**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF UNIVERSITY PLACE,
WASHINGTON, AS FOLLOWS:**

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 Pierce County 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 JULY 18, 2016.


Javier H. Figueroa, Mayor

ATTEST:



Pamela Genetia, City Clerk

APPROVED AS TO FORM:



Steve Victor, City Attorney

UNOFFICIAL DOCUMENT

**AGREEMENT PROVIDING FOR THE PROVISION OF
JAIL SERVICES
BETWEEN THE CITY OF UNIVERSITY PLACE
AND
PIERCE COUNTY**

This Agreement, made and entered into by and between, the City of University Place, hereinafter referred to as the "City", and the County of Pierce, hereinafter referred to as the "County", under and pursuant to the provisions of Chapter 70.48.090 of the Revised Code of Washington. This Agreement supersedes any prior agreements entered into between the parties herein with regard to the terms and provisions set forth below.

WHEREAS; the County operates and maintains the Pierce County Jail located at 910 Tacoma Avenue South, Tacoma, WA, adjacent to the County-City Building; and

WHEREAS: it is in the best interest of the residents of the City and the County that services and facilities of the Pierce County Jail be made available by the County pursuant to RCW 70.48.090;

NOW THEREFORE, it is agreed between the parties as follows:

1. **Purpose:** The County will undertake and does hereby covenant and agree that, as to each person presented for booking in the County Jail by the City, the County will perform all necessary services incident in the confinement, detention, booking and safekeeping of such persons.
2. **Term:** This Agreement shall be in full force for ten (10) years beginning January 1, 2016 unless terminated as set forth below. Upon the expiration of the initial ten (10) year term, the Agreement shall be extended automatically for a one year period on each anniversary date unless either party has provided notice of termination of the Agreement. If either party desires to terminate the relationship created by this Agreement, they must provide not less than six months written notice to the other party prior to the beginning of the calendar year (January 1).
3. **Amendments:** All provisions of this Agreement, may be amended in writing at any time by the mutual consent of the parties hereto and such amendments shall take effect immediately. In the event of any conflict, inconsistency, or incongruity between the provision of this Agreement and the provision of the amendment, the provisions of the amendment shall in all respects govern and control.
4. **Access:** The County shall provide access to City inmates for all City entities (i.e. prosecutor, court, etc.).
5. **Refusal to Book/Turn-away:** The County retains the right of refusal and/or book of City inmates due to space/capacity limits and/or medical/mental health issues.

6. **Record Keeping:** Both parties shall cooperate with each other to provide necessary records and information that either party can legally provide to ensure clear communication between the City and County.
7. **Court Transport/Escort:** "Transport" and "Escort" are terms used interchangeably and explicitly refer to the act of transporting an inmate to court and maintaining security while the inmate is in the courtroom. Transport and Escort fees within the Pierce County Jail will be provided at the rate referred to in the "Cost Exhibit" for court escort transports. This is only applicable to those transports within the Jail and/or County-City Building.
8. **Booking:** The County shall endeavor to complete the booking process within thirty (30) minutes per inmate booked. The time for booking under this Agreement begins to run when the inmate is brought face-to-face with the Booking Deputy. A booking is complete when the presence of the City police officer who brought the inmate to the Jail is no longer required and the officer is free to return to his/her other duties.
9. **Inmate Processing:** Inmate processing includes taking fingerprints and photograph's of all inmates booked into the Jail.
10. **City Inmate:** For the purpose of this Agreement, those inmates considered to be the responsibility of the City shall be defined as follows:
 - a. City inmate means a person housed in the jail following an arrest by a City officer for a City ordinance violation, misdemeanor, or under a City municipal warrant. The term "City Inmate" shall apply retroactively to those persons arrested by a City Police Officer for violations of State law who are detained in jail for violation of a Municipal Ordinance or misdemeanor. It excludes an inmate held under warrants of other governments, and an inmate detained after a City hold has been released.
11. **Definitions:**
 - a. The term "daily rate", for the purposes of this Agreement, shall include all costs connected with the maintenance, care and custody, health care, meals, housing, clothing, insurance, administration, rent, supplies, food, and any other related services for the detention of the inmate, including routine medical, pharmacy, mental health and dental treatment. Routine treatment is defined as those services which can be obtained through health care providers within the jail clinic facility.
 - b. Any extraordinary or emergency medical expenses shall be the financial responsibility of the City. Extraordinary or emergency medical expense is any expense beyond that which is normally provided by the health care providers and/or security staff within the Jail facility, including costs for transporting the City inmate by ambulance to a hospital emergency room for medical care. Except in emergencies, the County shall notify the City in advance prior to the incurring costs as a result of extraordinary medical, mental health or dental care.
 - c. Court escort fees shall be charged separately.

- d. The "daily rate" charge for the confinement and detention of a City inmate shall be applicable after said inmate has been confined in jail for five (5) hours within any twenty-four (24) hour period.
- e. The "booking rate" shall be the charge for the entire booking process which includes a medical assessment of the inmate. It includes registration, fingerprinting, photograph, inventory and safekeeping of personal property, and other functions established by the State.

- 12. Payment/Reimbursement:** The rates/fees established for each calendar year of this Agreement are subject to annual cost-of-living adjustments. The rates will be adjusted annually in January of each year based on the proportional percentage cost increase or decrease over the prior year (base year) for the following cost factors: 1) salaries; 2) health, pension, workers compensation; 3) post coverage, 4) services (i.e. mental health, medical, food, etc.), 5) special identification process, 6) supplies, 7) utilities, 8) insurance. The percentage increase in each line item shall be allocated to the cost-of-living adjustment based upon the proportion that each individual line represents of the total costs (the sum total of the above line items). Prior to making any cost-of-living adjustments in rates, the County will provide the City with an itemized accounting of the cost allocations for each line item. Both parties shall review the costs allocated to each line item and mutually agree to the annual percentage increase for each line item to the total costs, and the calculation of the annual cost-of-living adjustment. In the event that the actual costs for line item no. 1 (salaries) is not known at the time of the calculation of the annual cost-of-living adjustment, the parties will agree upon a reasonable estimated percentage increase in costs and proportional allocation to be utilized in the calculation of the cost-of-living adjustment. The parties agree that, at such time as the actual percentage increase in costs for salaries and the proportional allocation become known, the parties shall mutually agree upon a recalculation of and adjustment to the annual cost-of-living adjustment reflecting the actual costs for salaries, and upon a lump sum payment, or credit, to provide for recovery of under or over payments made. Annual cost-of-living adjustments exceeding three and one-half (3.5%) are subject to mediation at the request of either party. Payment shall be made within 30 days of receipt of invoice. The County shall provide advance notice of any fee/charge increase and when it is to become effective in writing.
- 13. Billing:** The invoice shall include details of the number of inmates per day, bookings, and escorts. The invoice shall be mailed to: City of University Place, 3715 Bridgeport Way W, University Place, WA 98466.
- 14. Other Contract Arrangements:** The City reserves the right to separately contract with another entity for the provision of jail services.
- 15. Written Notice of Termination:** Either party must provide not less than six months written notice of termination to the other party prior to the beginning of the calendar year (January 1); provided that notice of termination may be given no sooner than January 1, 2017 or consecutive years after.

16. **Indemnification:** The County shall indemnify, defend, and hold harmless the City, its officials, officers, agents, employees, and volunteers, from any and all claims, demands, damages, lawsuits, liabilities, losses, liens, expenses and costs arising out of the subject matter of this agreement; provided that this provision shall not apply to the extent that damage or injury results from the fault of the City, or its officers, agents, or employees. The term "fault" as used herein shall have the same meaning as set forth in RCW 4.22.015, as that statute may hereafter be amended. The County specifically assumes potential liability for actions brought by the County's own employees against the City and, solely for the purpose of this indemnification and defense, the County specifically waives any immunity under the State industrial insurance law, Title 51 RCW. The County recognizes that this waiver was the subject of mutual negotiation. This indemnification shall extend to and include attorney's fees and the cost of establishing the right of indemnification hereunder in favor of the City. This indemnification shall survive the termination of this Agreement.
17. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties and represents the entire understanding of the parties hereto. It supersedes any oral representation that are inconsistent with or modify its terms and conditions.
18. **Remedies:** No waiver of any right under this Agreement shall be effective unless made in writing by the authorized representative of the parties to be bound thereby. Failure to assist upon full performance on any one or several occasions does not constitute consent to or waiver of any later non-performance, nor does payment of a billing or continued performance after notice of a deficiency in performance constitute an acquiescence thereto.
19. **Disputes:** Shall be referred to the City Official and the Sheriff for mediation and/or settlement. If not resolved by them within sixty (60) days, either the City Official or the Sheriff, or both of them, may apply to the presiding Judge of the Superior Court of Pierce County, Washington, for appointment of a conciliator. The Conciliator shall assume the functions of an arbitrator of the dispute after a reasonable effort at conciliation fails, should the amount involved in the dispute and application of the principle at issue in future years entail expenditures or appropriations of One Hundred Thousand Dollars (\$100,000) or less. Each party shall pay one-half (1/2) of a conciliator's fee and expenses.
20. **Most Favored Customer:** If at any time during the term of this Agreement any other jail customer obtains rates and/or substantive or procedural terms with respect to any service or other topic included in this Agreement, which the City deems more favorable than the terms provided herein, the County will adjust the rate and/or terms for each such service or other topic to conform to the more favorable terms, and those adjustments will be confirmed in writing by the parties as an addendum to this Agreement.

2016 JAIL RATES



Rate Description	Rate
Daily	\$101
Booking	\$51.30
Court Escort	\$99
Special Identification Process (S.I.P.)	\$184
Mental Health	\$208

End of Agreement. Signature page immediately follows.

**PIERCE COUNTY
CONTRACT SIGNATURE PAGE**

Contract # CC-100470

IN WITNESS WHEREOF, the parties have executed this Agreement this 20 day of June, 2016.

CONTRACTOR:

Contractor Signature Date

Title of Signatory Authorized by Firm Bylaws

Name:

Address:

Mailing Address:

Contact Name:

Phone:

Fax:

PIERCE COUNTY:

Approved As to Legal Form Only:

Prosecuting Attorney 4/22/16
Date

Recommended:

Budget and Finance 5/27/16
Date

Approved:

Paul A. Patten 4/29/16
Date
Department Director
(less than \$250,000)

County Executive (over \$250,000) 6/20/16
Date