

Subject: Resolution #670 - Approval of Agreement with Pierce County for Jail Services

Proposed Council Action:

Consider Approval of Resolution Authorizing Mayor to Sign Interlocal Agreement with the Pierce County for Jail Services

Dept. Origin: Police Dept./Mayor's Office

Prepared by: Jennifer Robertson
City Attorney's Office

For Agenda of: February 16, 2018

Exhibits: Attached Resolution and Jail Services Agreement

	Initial & Date
Concurred by Mayor:	_____
Approved/form by City Atty:	<u>JSR/1-10-18</u>
Approved by _____ Director:	_____
Approved by Department Head:	_____

INFORMATION / BACKGROUND

The Interlocal Cooperation Act¹, authorizes the City is to contract with other governmental agencies to provide services that the City is authorized to perform. The City has contracted with several entities for jail services, including Pierce County, SCORE and the Cities of Forks and Puyallup. The contract with Pierce County has been in existence since 2005. Pierce County has changed rates and is requiring contracting cities to adopt the updated agreement.

The rates have changed as follows, with several being reduced:

Fee Type	Prior Fee	New Fee	Change
Booking Fee	\$253.25 (previously included medical fee)	\$53.90	(\$199.35)
Daily Bed Rate	\$103.55	\$78.90	(\$24.65)
Escort Fee	\$126.70	\$129.30	+\$2.60
Mental Health Fee	\$213.30	\$218.50	+\$5.20
Special Identification Process	\$189.10	\$180.40	(\$8.70)
Major Medical Costs	Included in Booking	Contract Agency Paid	City will pay actual costs of "extraordinary medical costs"

¹ Chapter 39.34 RCW

All fees listed above are subject to “annual cost of living expenses” per Section 12 of the Agreement which will take effect each January. The County shall provide notice of the increases in writing. If these increases exceed 3.5 percent, then such increase is subject to mediation at the request of either party.

All invoices are required to be paid within 30 days from receipt. The Agreement is not exclusive and Ruston may contract with other jails for services. Either party may terminate the Agreement with 90 days’ writing notice prior to the start of a new contract year (i.e. 90 days prior to January 1st).

The Agreement does not require a minimum obligation for inmate beds and may be utilized as needed by the City. The

For comparison, the rates charged by other jail facilities with who the City contracts are:

- SCORE \$135 per day, additional \$50 per day for inmates with special Housing needs
- Forks \$40-45 per day depending on the length of stay
- Fife \$20 booking fee plus \$65 per day
- Puyallup \$20 booking fee plus \$70 per day

The agreement contains mutual indemnity provisions² whereby each party indemnifies each other for its own acts or omissions that occur when each has custody of the inmate. So the City indemnifies the County for acts that occur prior to the Jail’s acceptance of the inmate, whereas the County indemnifies the City for acts that occur after the Jail accepts the inmate.

FISCAL CONSIDERATION

The fees for this Agreement are outlined above. The City utilized \$20,364.60 in jail services from Pierce County in 2017 (monthly average \$1,697.05).

RECOMMENDATION / MOTION

If the City Council desires to authorize this agreement, it may do so by passing the attached Resolution #670.

MOTION: I move passage of Resolution #670 authorizing the Mayor to execute an agreement with Pierce County for Inmate Housing.

² See Section 16 of the Agreement, p. 3.

RESOLUTION NO. 670

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RUSTON, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN INMATE HOUSING AGREEMENT WITH PIERCE COUNTY FOR TEMPORARY HOUSING OF MISDEMEANANTS IN THEIR JAIL IN DES MOINES WASHINGTON.

WHEREAS, in accordance with RCW 39.34.080, the City may contract with another government entity to perform any function which each agency is authorized by law to perform; and

WHEREAS, when the City police department during the course of its work has cause to take individuals to jail; and

WHEREAS, the City has jail contracts with the City of Forks, City of Puyallup, SCORE and Pierce County for jail services; and

WHEREAS, Pierce County has updated the Agreement and in order to continue to use these services the City needs to approve the updated Agreement; and

WHEREAS, the City Council finds it in the public interest to authorize the Mayor to execute the proposed Agreement for Inmate Housing in substantially the form that is attached to this Resolution as Exhibit “1”;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF RUSTON, WASHINGTON, DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Authorization of Agreement. The Mayor is hereby authorized to execute the Agreement for Temporary Housing of Misdemeanants with Pierce County in substantially the form attached hereto as Exhibit “1”.

Section 2. Posting on Website Required. Pursuant to RCW 39.34.040, once this Agreement has been executed by both Ruston and Pierce County, the City Clerk is directed to post a copy of this Agreement on the City's website.

RESOLVED this 16th day of January, 2018.

APPROVED:

Bruce Hopkins, Mayor

ATTEST/AUTHENTICATED:

Judy Grams, City Clerk

FILED WITH THE CITY CLERK: _____
PASSED BY THE CITY COUNCIL: _____
RESOLUTION NO.: _____ 670 _____

EXHIBIT “1”

Interagency Agreement

Between

City of Ruston

and

Pierce County

For

Jail Services

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

This Agreement, made and entered into by and between, the City of Ruston, 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 three (3) years beginning January 1, 2018. Upon the expiration of the initial three (3) year term, the Agreement shall be extended automatically for a one year period on each anniversary date unless the parties have provided notice of intent to abandon the agreement. If either party desires to terminate the relationship created by this agreement, they must provide not less than ninety days 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 challenges 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 pictures 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.
 - 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 Ruston, 5117 North Winnifred Street, Tacoma, WA 98407
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 ninety days 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, 2018 or consecutive years after.
16. **Indemnification**
 - a. The CITY shall indemnify and hold harmless the COUNTY, its elected and appointed officers, agents, and employees, from any and all claims, actions,

lawsuits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any act or omission of the CITY, its appointed and elected officers, agents, and/or employees in arresting, detaining, charging, or transporting persons before acceptance by the Jail or while said persons are in custody of the CITY outside the Jail. Acceptance of an arrestee by the Jail occurs when the arrestee is (1) medically cleared for entry into the Jail and (2) the booking officer informs the arresting officer that he/she may leave.

In the event that any suit based upon such a claim, action, loss, or damage is brought against the COUNTY, the CITY shall defend the same at CITY'S sole cost and expense; provided that the COUNTY retains the right to participate in said suit if any principle of government or public law is involved, and if final judgment in such a suit be rendered against the COUNTY, its elected and appointed officers, agents, and/or employees, or jointly against the COUNTY and the CITY and their respective officers, agents, and/or employees, the CITY shall satisfy the same.

CITY is responsible for their elected and appointed officers, employees, and agents while they are working in the COUNTY'S facilities. CITY agrees to specifically defend, indemnify, and hold harmless COUNTY for claims against COUNTY by CITY'S own employees, and, solely for the purpose of this provision, CITY specifically waives any immunity under the State industrial insurance Law, Title 51 RCW. CITY agrees that the parties mutually negotiated this waiver.

b. The COUNTY shall indemnify and hold harmless the CITY, its elected and appointed officers, agents, and employees, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any action or omission of the COUNTY, its elected and appointed officers, agents, and/or employees in confining persons who have been presented to and accepted by the Jail from the CITY, its officers, agents and/or employees, while said persons are in Jail or in custody of the COUNTY outside the Jail.

In the event that any suit based upon such a claim, action, loss, or damage is brought against the CITY, the COUNTY shall defend the same at COUNTY'S sole cost and expense; provided that the CITY retains the right to participate in said suit if any principle of government or public law is involved, and if final judgment in such suit be rendered against the CITY, its officers, agents, and/or employees, or jointly against the COUNTY and the CITY and their respective officers, agents, and/or employees, the COUNTY shall satisfy the same.

The Indemnification provisions herein shall survive the termination of this Agreement.

16. **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.
17. **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.
18. **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.
19. **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.

End of Agreement. Signature page immediately follows.

**PIERCE COUNTY
CONTRACT SIGNATURE PAGE**

Contract# _____

IN WITNESS WHERE OF, the parties have executed this Agreement this ____ day of _____, 2018.

CONTRACTOR:

Contractor Signature Date

Title of Signatory Authorized by Firm Bylaws

Name: _____

Address: _____

Mailing
Address: _____

Contact Name: _____

Phone: _____

Fax/email: _____

PIERCE COUNTY:

Approved As to Legal Form Only:

Prosecuting Attorney Date

Recommended:

Budget and Finance Date

Approved:

Department Director Date
(less than \$250,000)

County Executive Date
(over \$250,000)