

AGREEMENT FOR THE PROVISION OF JAIL SERVICES
BETWEEN THE CITY OF TACOMA
AND PIERCE COUNTY

THIS AGREEMENT is entered into by and between the City of Tacoma (CITY) and Pierce County (COUNTY) pursuant to RCW 70.48.090(1). This Agreement supersedes any and all prior agreements, contracts and amendments regarding the provision of jail services by the COUNTY to the CITY.

WHEREAS, the COUNTY operates and maintains the Pierce County Detention & Corrections Center, also known as the Pierce County Jail (PCJ herein) located at 901 Tacoma Avenue South, Tacoma, WA, adjacent to the County-City Building; and

WHEREAS, it is in the best interest of the citizens of the CITY and the COUNTY that services and facilities of the PCJ be made available to the CITY pursuant to RCW 70.48.090(1);

THEREFORE, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. **2015 Monthly Start-up Payment and Bed Availability for City Inmates:** The Pierce County Jail shall be the principal booking facility for all CITY inmates. Upon execution of the agreement, but not later than 12:01 a.m. July 1, 2015, the COUNTY will open the jail's booking and intake to the CITY. Beginning July 1, 2015 and ending December 1, 2015, the CITY shall pay the COUNTY a Monthly Start-up Payment of \$98,996 per month that will provide for a gradual increase in CITY inmates jail capacity from fifty (50) to seventy-five (75) jail beds during a six-month transition period. The COUNTY shall have jail facilities staffed with the requisite personnel available for the confinement of no less than fifty (50) CITY inmates from July 1, 2015 through September 30, 2015 and no less than seventy-five (75) CITY inmates beginning October 1, 2015 and thereafter. During the 2015 Start-up Period, the CITY will also pay the other applicable rates identified in Sections 4, 10, and 11.
2. **2016 Monthly Base Rate Payment and Bed Availability for CITY Inmates:** Beginning January 1, 2016, the CITY shall pay the COUNTY a projected Monthly Base Rate Payment of \$171,665 for the availability of seventy-five (75) jail beds for CITY inmates on a daily basis. The Monthly Base Rate Payment shall be due the 15th of each month beginning January 15, 2016. The COUNTY shall have jail facilities staffed with the requisite personnel available for the confinement of seventy-five (75) CITY inmates, which will be held upon arrest, awaiting trial, and/or serving jail terms. The COUNTY will provide additional housing for CITY inmates on a space available basis. It is understood that there will be minor fluctuations in the CITY inmate count and the CITY contract manager shall work with the COUNTY to manage the population to the greatest extent possible within a range of between seventy (70) and eighty (80) inmates. The phrase "space available basis" does not include the COUNTY incurring additional overtime costs associated with CITY inmate counts above seventy-five (75) that would require the opening of a new housing unit and additional overtime expenses. Beginning in January, 2016 and annually thereafter, the Monthly Base Rate Payment and other rates shall be adjusted annually for inflationary costs in accordance with Section 12 of this Agreement.
3. **Pre-trial Detention & Sentenced Inmates:** The COUNTY will house a minimum of seventy-five (75) CITY inmates held in either pre-trial or sentenced status and will accept CITY inmates brought to the PCJ by the Tacoma Police Department or any other corrections agency designated by the CITY, as long as beds

identified for the CITY are available. When an inmate has been booked at another designated corrections facility for the charges on which the inmate is being held, the CITY will ensure that the designated corrections agency will provide the COUNTY with booking and court information and any other information necessary for the COUNTY to process and book the inmate and hold him or her for the next scheduled court hearing. At the sole discretion of the CITY, inmates serving sentences may be released to the custody of any other corrections agency designated by the CITY (with whom the City has a jail services contract) to serve time as ordered by the Tacoma Municipal Court. The COUNTY shall notify the CITY if there is an error in release of an inmate.

4. **Length of Booking Process:** The PCJ will function as the principle booking facility for all CITY inmates. Booking services for all CITY inmates are provided at a rate of \$50 per booking for 2015, which will be adjusted annually for inflationary costs in subsequent years in accordance with Section 12 of this Agreement. 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 PCJ is no longer required and the officer is free to return to his or her other duties.
5. **Refusal to Book/Turn-away:** The COUNTY shall book all inmates presented by CITY police officers unless prohibited by law, court order, or Constitutional mandates. The COUNTY retains the right to refuse mentally ill inmates when the capacity for high security housing and high-intensity management housing is full. To the greatest extent permitted by law, the COUNTY shall have the right to refuse to accept a CITY inmate or the return of a CITY inmate into the PCJ if the inmate has a current illness or injury that is deemed by medical personnel as unacceptable for booking or housing in the PCJ. In addition, the COUNTY retains the right to refuse a CITY inmate that does not present with issues of mental health, illness or injury, only if the jail is currently housing seventy-five (75) CITY inmates.
6. **Cooperation:** The parties agree to work cooperatively with each other and with any correctional facility or police agency that houses or transports CITY detainees and inmates. The parties shall participate in meetings to facilitate cooperation and communication regarding the execution of the terms of this Agreement, and shall include supervisors from other correctional facilities/agencies where necessary. Meetings shall be held at least quarterly.
7. **Other Meetings:** Bi-monthly meetings shall be scheduled with the designated contract managers from both the CITY and the COUNTY to address on-going operational issues that may include billing, contractual terms, budget, court needs, housing of inmates, etc. The intent of this section is to ensure on-going communication and the resolution of issues and problems in a timely manner.
8. **Definition of Capacity:** Capacity is defined by type of bed, i.e., general population, special housing, to include medical, mental health, and administrative segregation.
9. **Record Keeping:** The parties shall cooperate with each other to provide the necessary records and information that either party can legally provide to ensure clear communication between the CITY court and PCJ.
10. **Court Escort/Transport:** “Transport” and “Escort” are terms used interchangeably and explicitly refer to the act of transporting an inmate or inmates to Tacoma Municipal Court (excluding video arraignment) and maintaining security while the inmate is in the courtroom, as necessary. Transport and Escort services within the Pierce County jails and City Municipal Court will be provided at a rate of \$120 per escort trip

for 2015, regardless of the number of inmates that are transported within the escort trip, which rate will be adjusted for inflationary costs in subsequent years in accordance with Section 12 of this Agreement .

- a. **Standard Operating Procedures (SOP):** SOP will be jointly developed in at least the following areas and will include performance guidelines and metrics. The SOP will cover the following: **Accounting/Billing:** The COUNTY will provide the CITY a monthly statement of services. Billings for services rendered in the preceding thirty (30) days will also be provided on a monthly basis. The COUNTY shall institute SOP to ensure that the CITY is properly charged for inmate days. An inmate day is applicable when an inmate has been held for five (5) or more hours during one calendar day. At the end of each calendar month, the COUNTY shall review and provide the CITY with the details of the daily total inmate days for the CITY, as well as all Variable Service Charges. Variable Service Charges are defined as any services above and beyond the Monthly Base Rate Payment assumption of an average of seventy-five (75) jails beds per day and as shown in paragraph 12 herein. Beginning in January, 2016, at the end of each calendar month, the COUNTY shall review and provide the CITY with a recap of the monthly and annual total inmate days and Variable Service Charges for the CITY. Should the total number of CITY inmate bed days exceed seventy-five (75) multiplied by the number of days in the month (i.e., June is 75×30 or 2,250), the CITY shall pay the applicable Daily Rate as indicated under the Variable Service Charges shown in paragraph 12. Likewise, should the total number of CITY inmate bed days be less than seventy-five (75) multiplied by the number of days in the month (i.e., June is 750×30 or 2,250), the CITY shall receive a credit of no more than the Daily Rate as indicated under the Variable Service Charges shown in paragraph 12 for inmate bed days above seventy-five (75). In the event the average monthly total inmate days does not fall above or below seventy-five (75) beds for that month, no additional payment or credit will be made or received by the CITY.
 - b. **Medical Releases:** The COUNTY will obtain leave of Court from the Tacoma Municipal Court prior to releasing a CITY inmate being held on bail or pursuant to a jail sentence, which has not been completely served, except where there is an immediate medical necessity.
 - c. **Accuracy:** The parties shall endeavor to eliminate inaccurate or untimely inmate information for CITY court purposes. The CITY shall provide written notice to the COUNTY of errors or untimely transmission of inmate information to allow the COUNTY to research and if necessary correct the information.
11. **Jail Services Rates/Fees:** 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 line items (cost factors); (1) salaries, (2) health benefits, (3) pension benefits (4) workers compensation,(5) post coverage, (6) mental health services, (7) special ID process, (8) supplies, (9) food, (10) utilities, (11) basic pharmacy, and (12) 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). For example, if line item No. 1 (salaries) increased by 3% and line item No. 1 represent 40% of the total costs, the 3% increase would be proportionally applied to 40% of the total costs ($.40 \times 3.0\%$). If the remaining line items increased equally by 2% ($.60 \times 2.0\%$) the total cost-of-living adjustment would be 2.4% ($.40 \times 3.0\% + .60 \times 2.0\% = 2.4\%$). Prior to making any cost-of-living

adjustments in rates, the County will provide the City with an itemized accounting of the cost calculations 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 over the base year, the proportional allocation of 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. In determining rate adjustments for the Monthly Base Rate Payment and the Inmate Daily Rate, those rates shall be adjusted annually per the described method while assuming a count of 75 beds per day (75 beds x 365 days). Annual cost-of-living adjustments exceeding three and one-half percent (3.5%) are subject to mediation at the request of either party. All medical and dental costs above basic care and pharmacy shall be the responsibility of the CITY. PCJ shall provide notice to the CITY within four (4) hours of identifying that the inmate meets these criteria.

Pierce County Jail Rates (2016-2018)

		Projected *	Projected *	Projected*
Monthly Base Rate Payment	2015	2016	2017	2018
Monthly Payment for 75 Inmate Capacity	\$172,919	\$171,665	\$175,657	\$179,079
Monthly Start-Up	\$98,996			
Variable Service Charges	2015	2016	2017	2018
Daily Rate (for CITY inmate count exceeding monthly 75 beds)	\$75.80	\$75.25	\$77.00	\$78.50
Booking	\$50.00	\$51.30	\$52.60	\$53.90
Escort (Per Trip)	\$120.00	\$123.00	\$126.10	\$129.30
Special ID Process	\$169.00	\$173.20	\$177.50	\$181.90
Mental Health Daily	\$169.00	\$173.20	\$177.50	\$181.90
* NOTE: The Projected rates are estimates that will be adjusted annually to reflect cost factor changes.				

12. **Term of Agreement:** The term of this Agreement shall be five (5) years and six (6) months beginning July 1, 2015, and ending December 31, 2020.
13. **Written Notice of Termination:** Both parties shall provide one year (365 days) written notice to terminate; provided that notice of termination may be given no sooner than January 1, 2017. When notice of termination is given, the parties agree that a transition plan shall be established. A transition plan shall be established within sixty (60) days of date of written notice of termination and shall provide for an orderly transition of responsibilities for both parties.

14. **Transition Plan:** The transition plan shall identify and address any personnel (if applicable), conveyance of equipment (if applicable), workload, process for removal of inmates and any other issues related to the transition. Each party shall bear its own cost in developing the transition plan.
15. **Implementation of Plan:** Both parties agree to use all best efforts to effect a mutual implementation of the transition plan to provide an ordered, effective transition of services.
16. **Amendments:** This Agreement may not be amended or rescinded in any manner except by an instrument in writing signed by a duly authorized officer or representative of each party hereto in the same manner as such party has authorized this Agreement. The parties recognize that circumstances may change and that it may be in the interest of both parties that the Agreement may be amended from time to time. For this reason, each of the parties will consider changes which may be proposed by the other during the term of this Agreement.
17. **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 attorneys' 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.
18. **Dispute Resolution:** The parties are fully committed to working with each other throughout the term of this Agreement and agree to communicate regularly with each other at all times so as to avoid or minimize disputes. The parties agree to act in good faith to prevent and resolve potential sources of conflict before they escalate into a dispute. The parties further agree that in the event a dispute arises, they will, as a condition precedent to taking legal action, attempt to resolve any such disputes through discussions between representatives of each party as set forth in this Section 6.1. Each party shall designate a senior representative ("Senior Representative"), and the Senior Representatives for the parties shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve the dispute. Prior to any meetings between the Senior Representatives, the parties will exchange relevant information that will assist the parties in resolving the dispute. If the parties are unable to resolve the dispute under the procedure set forth in this section, the parties hereby agree that the matter shall be referred to mediation. Either party may request mediation upon a determination by that party that the parties are unable to resolve the dispute. The parties shall mutually agree upon a mediator to assist them in resolving their differences. If the parties are unable to agree upon a mediator, the parties shall jointly obtain a list of seven (7) mediators from a reputable dispute resolution organization and alternate striking mediators on that list until one remains. A coin toss shall determine who may strike the first name. If a party fails to notify the other party of which mediator it has stricken within two (2) business days, the other party shall have the option of selecting the mediator from those mediators remaining on the list. Unless the parties agree otherwise, mediation shall commence in no case later than thirty (30) days after a mediator is selected. Any expenses incidental to mediation shall be borne equally by the parties.
19. **Books and Records; Inspection; Audit.** The County shall maintain accurate books and records with respect to amounts due or claimed to be due under this Agreement and with respect to inflationary

adjustments implemented under this Agreement. The City, at a reasonable time, upon reasonable notice, and at its own expense, may inspect and/or audit the books, accounts and records of the County, to the extent that the same relate to matters covered by this Agreement. If any discrepancy is found, the party owing money shall pay the difference to the other Party within 30 days. The County shall fully cooperate in making available its records and otherwise assisting in these activities.

IN WITNESS WHEREOF, the parties have executed this Agreement on this date, the _____ day of _____, 2015.

CITY OF TACOMA:

PIERCE COUNTY:

T.C. Broadnax, City Manager Date

Pat McCarthy, County Executive Date

Approved:

Reviewed:

Donald Ramsdell, Chief of Police
Tacoma Police Dept. Director

Name:
Title:

Approved as to form:

Andrew Cherullo, Finance Director

Approved as to form:

Deputy Prosecuting Attorney

Elizabeth Pauli, City Attorney

Saada, Gegoux, Risk Manager