

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

WHEREAS, RCW 39.34, the Interlocal Cooperation Act, authorizes agreements between jurisdictions; and

WHEREAS, the Pierce County Sheriff's Department – hereinafter referred to as the "County" – operates and maintains the Pierce County Detention & Corrections Center – hereinafter referred to as the "Pierce County Jail" – located at 901 Tacoma Avenue South in Tacoma, Washington, adjacent to the County-City Building; and

WHEREAS, the City of Tacoma – hereinafter referred to as the "City" – has the need for utilization of these services; and

WHEREAS, the County is willing to provide these services to the City; and

WHEREAS, it is in the best interest of the residents of the City and the County that the services and facilities of the Pierce County Jail be made available to the City pursuant to RCW 70.48.090 (1);

NOW THEREFORE; effective this 1st day of June 2023, the County and the City agree to following:

SECTION 1. PURPOSE.

The purpose of this agreement is for the County to provide the City with misdemeanor inmate booking, court transport, and housing services by and through the Pierce County Sheriff's Department. In order to allow the City to utilize the services within the Pierce County Jail, the Pierce County Sheriff's Department is willing to provide certain services on a reimbursable basis. This agreement sets forth the respective rights and duties of each of the parties in the provision of these services.

SECTION 2. HOUSING.

For the purpose of this agreement, the term "housing" is defined as individual being held in the Pierce County Jail on misdemeanor charges for the Tacoma Municipal Court from the time of booking until the time of arraignment or the subject posts bail or is released on Electronic Home Monitoring (EHM).

SECTION 3. BOOKING.

The Pierce County Jail (PCJ) shall be the principal booking facility for City arrestees. The County shall provide booking services for all City arrestees at the rate reflected in Exhibit A, which will be adjusted annually for inflationary costs in subsequent years in accordance with Section 8.D. of this Agreement.

- A. Booking Process Duration:** The County shall endeavor to complete the booking process within thirty (30) minutes per 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 Pierce County Jail is no longer required and the officer is free to return to his or her other duties.

- B. Booking Protocol:** As the primary booking facility, the PCJ will book all individuals presented for booking on Tacoma Municipal charges. New bookings will remain in custody at PCJ until the individual has been arraigned in court or released on bail or released subject to electronic home monitoring. Court orders will be processed by PCJ Release Team members. Inmates released from custody by the courts will be released from the PCJ. Misdemeanants who are held for bail and/or sentenced to jail time shall be referred through the Tacoma City Liaison to an alternative correctional facility contracted by the City for inmate housing services. The City will be responsible for tracking inmates for the purpose of transportation between the Pierce County Jail and the alternative correctional housing facility. Inmates shall be picked up by the alternative correctional housing facility for transport to the alternative corrections facility by 11:00 p.m. on the day of release.

SECTION 4. COURT ESCORT & TRANSPORT.

The terms “transport” and “escort” are used interchangeably, and explicitly refer to the act of transporting an inmate or inmates from the Pierce County Jail to Tacoma Municipal Court, including video arraignment and maintaining security while the inmate is in the courtroom, as necessary. The County shall provide transport and escort services within the PCJ and the City’s Municipal Court at a rate provided in Exhibit A for 2023, regardless of the number of inmates that are transported with the escort trip. The rate will be adjusted for inflationary costs in subsequent years in accordance with Section 8.D of this Agreement.

SECTION 5. RIGHT OF REFUSAL.

To the extent permitted by law, the County shall have the right to refuse to accept a City inmate or return of a City inmate into the Pierce County Jail if the inmate has a current physical or mental illness or injury that is deemed by medical personal as unacceptable for booking or housing in the Pierce County Jail, or where the capacity for high-security housing or high-intensity management housing is full. The County will provide the City with an updated list of current booking protocols. The County retains the right to refuse bookings based on staffing levels/housing space required to maintain a safe, secure, and constitutional facility.

SECTION 6. CAPACITY.

Capacity is defined by type of bed, i.e.: general population, special housing to include medical, mental health, and administrative segregation.

SECTION 7. COOPERATION.

The parties agree to work cooperatively with each other and with any alternative 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 the

Agreement, and shall include supervisors from other correctional facilities/agencies where necessary. Meetings shall be scheduled as needed to ensure ongoing communication and the resolution of issues and problems in a timely manner.

SECTION 8. RECORDS & BILLING

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 Municipal Court and the Pierce County Jail.

- A. **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 ensure that the City is properly charged for inmate days, booking and escort, and medical services. 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.
- 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.
- D. **Jail Services Rates/Fees:** The rates/fees for each calendar year of this agreement as set forth in Exhibit A are subject to annual revision due to periodic changes in operating costs, compensation, benefits, and worker's compensation. Jail rates/fees will be adjusted in January of each year based on the proportional percentage cost changes from the prior year ("base year") for the following line items (cost factors):
 - 1. salaries
 - 2. health benefit costs
 - 3. pension benefit costs
 - 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.

All medical and dental costs above basic care and pharmacy shall be the responsibility of the City.

SECTION 9. 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 the 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.

SECTION 10. MODIFICATION.

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.

SECTION 11. ENTIRE AGREEMENT.

This written agreement constitutes the entire agreement between the parties and supersedes any prior oral statements, discussions, agreements or understandings between the parties.

SECTION 12. TERM OF AGREEMENT.

This agreement shall become effective July 1, 2023, and remain in effect for five (5) years and six (6) months through December 31, 2028.

SECTION 13. 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, 2025. When notice of termination is given, the parties agree that a transition plan shall be established.

SECTION 14. TRANSITION PLAN.

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. 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.

SECTION 15. IMPLEMENTATION OF PLAN.

Both parties agree to use all best efforts to affect a mutual implementation of the transition plan to provide an ordered, effective transition of services.

SECTION 16. 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 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. 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 mediations 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 ninety (90) days after a mediator is selected. Any expenses incidental to mediation shall be borne equally by the parties.

SECTION 17. BOOKS & 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 its own expense, may inspect and/or audit the books, accounts and records of the County, to the extent that the same relate to matter covered by the 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.

END OF AGREEMENT; SIGNATURE PAGE IMMEDIATELY FOLLOWING.

EXHIBIT "A"
2023 PIERCE COUNTY JAIL SERVICES RATES

| Service | Cost Per Inmate |
|-----------------------------------|------------------------|
| Booking | \$68.95 per inmate |
| Daily Housing Rate | \$132.38 per day |
| Escort Fee | \$153.60 per trip |
| Mental Health Daily Housing Rate* | \$304.69 per day |
| Special Identification Process | \$68.95 per inmate |
| Major Medical Costs | Contract Agency Paid |

*the Mental Health Daily Housing Rate includes the standard Daily Housing rate