

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF PUYALLUP,
WASHINGTON AND CITY OF MILTON, WASHINGTON, FOR THE HOUSING
OF INMATES IN THE PUYALLUP CITY JAIL**

This agreement is between the City of Puyallup, a municipal corporation of the State of Washington (hereinafter "Puyallup") and the City of Milton, a municipal corporation of the State of Washington (hereinafter "Milton").

Recitals

WHEREAS, RCW 39.34, the Interlocal Cooperation Act, and RCW 70.48, the City and County Jails Act, allows local governmental units to make the most efficient use of their powers by enabling them to cooperate and enter into agreements with each other for providing jail services; and

WHEREAS, Milton wishes to designate the Puyallup Jail as a place of confinement for the incarceration through the use of *three (3) guaranteed beds*; and

WHEREAS, in an effort to streamline administrative procedures and ensure that the daily rate charged \$95.00 for three guaranteed non-gendered specific beds to house inmates at Puyallup's jail is consistent with the current operating costs, it is necessary to enter into a standardized interlocal agreement; and

WHEREAS, the governing bodies of each of the parties hereto have decided to enter into this Agreement as authorized by RCW 39.34, RCW 70.48 and other Washington law, as may be amended; and

WHEREAS, Puyallup and Milton find it desirable and in the parties best interest to terminate any existing interlocal agreement and enter into this new interlocal agreement;

NOW, THEREFORE, in consideration of the above and foregoing recitals, the payments to be made, the mutual promises and covenants herein contained, and for other good and valuable considerations, the parties hereto agree as follows:

Agreement

1. **GOVERNING LAW**

The parties hereto agree that, except where expressly otherwise provided, the laws and administrative rules and regulations of the State of Washington shall govern in any matter relating to inmate confinement pursuant to this Agreement.

2. **EFFECTIVE DATE**

This Agreement shall be effective when both parties have executed this contract and this document has been listed on Puyallup's website in accordance with RCW 39.34.040.

3. TERMINATION

(a) By either party. This Agreement may be terminated by written notice from either party to the other party delivered by regular mail to the contact person identified herein, provided that termination shall become effective sixty (60) calendar days after receipt of such notice. Notice will be presumed received 3 working days after the notice is posted in the mail. Within said sixty (60) days, Milton agrees to remove its inmates(s) from the Puyallup Jail.

(b) In the event of termination of this Agreement for any reason, Milton shall compensate Puyallup for inmates housed by the Puyallup Jail after notice of termination until Milton retakes its inmates in the same manner and at the same rates as if this Agreement had not been terminated and the provisions of this Agreement, including by way of illustration and not limitation, §24 Indemnity, shall remain in force until such time as all inmates from Milton have been retaken.

4. MAILING ADDRESSES

All notices, reports, and correspondence to the respective parties of this Agreement shall be sent to the following:

City of Puyallup: Chief of Police
Puyallup Police Department
311 W Pioneer
Puyallup, Washington 98371

Contact: Corrections Lieutenant Edward K. Shannon

City of Milton Chief of Police
City of Milton
1000 Laurel St.
Milton WA 98354

Contact: Chief of Police Tony Hernandez

5. COMPENSATION

a) Guaranteed Bed Rate. Puyallup agrees to accept and house non-gendered specific inmates at the daily three guaranteed bed rate of \$95.00 per bed per day. The guaranteed rate is limited to the first 3 contracted beds by Milton.

b) Non-Guaranteed Bed Rate. Milton may purchase beds, as available, at the daily rate of \$65.00 per bed per day. However, Puyallup shall have the right to refuse to accept custody or house Milton inmates in excess of Milton's minimum bed commitment.

c) Billing and Payment. Puyallup agrees to provide Milton with an itemized bill listing all names of inmates who are housed, the number of days housed (including date of

booking and date of releases), and the dollar amount due for each. Puyallup agrees to provide said bill by the 30th of each following month. Milton agrees to make payment to Puyallup within 30 days of receipt of the undisputed portion of such bill for the amount billed for the previous calendar month. (See §22.)

6. SERVICES PROVIDED

Puyallup agrees to provide jail services for gross misdemeanor/misdemeanor inmates for those offenses that have been committed by adults within Milton's jurisdiction.

7. RESPONSIBILITY FOR OFFENDER'S CUSTODY

It shall be the responsibility of Puyallup to confine the inmate or inmates; to provide treatment, including the furnishing of subsistence and all necessary medical and hospital services and supplies; to provide for inmates' physical needs; to retain them in said custody; to supervise them; to maintain proper discipline and control; to make certain that they receive no special privileges and that the sentence and orders of the committing court in the State are faithfully executed; provided that nothing herein contained shall be construed to require Puyallup, or any of its agents, to provide treatment, facilities or programs for any inmates confined pursuant to this Agreement, which it does not provide for similar inmates not confined pursuant to this Agreement. Puyallup shall provide facilities for consultation and communication between inmates and their legal counsel or public defender. It shall also be the responsibility of Puyallup to calculate "good time" accrued in and subsequent release of the inmate in accordance with the Puyallup's standard practice and procedure. Milton agrees to be bound by Puyallup's standard practice and procedures related to inmates housed in the Puyallup Jail.

8. RIGHT TO REFUSAL

Puyallup shall have the right to refuse to accept any inmate from Milton who, in the judgment of Puyallup, has a current illness or injury which may adversely affect the operations of the Puyallup Jail, has history of serious medical problems, presents a substantial risk of escape, or presents a substantial risk of injury to other persons or property or themselves.

9. HOUSING DECISIONS

In order to manage its jail population, Puyallup reserves the right to decide where Milton's inmate(s) will be housed. In the event that Milton's inmate is transferred to any other jail facility, Milton's obligation to pay the daily rate to Puyallup will cease and Milton's obligation to pay the daily rate to the jail facility will be governed by Milton's contract with that other agency operating the jail facility. This section only applies to those Milton inmates housed at the Puyallup Jail under the non-guaranteed bed rate.

10. RETAKE OF INMATES

Upon request from Puyallup, Milton shall, at its expense, retake any Milton inmate within twelve (12) hours after receipt of such request. In the event the confinement of any Milton inmate is terminated for any reason, Milton, shall, at its expense, retake such inmate from

Puyallup.

11. COPY OF ARREST WARRANT OR CITATION AND BAIL SCHEDULE

Milton law enforcement officers placing Milton misdemeanants in the Puyallup Jail shall, in every instance, first furnish an arrest warrant, citation, court order, or judgment and sentence, to the Puyallup Jail upon booking of an inmate. Milton is also responsible for providing Puyallup Jail with a complete bail schedule no later than January 1 of each year.

12. NON-ASSIGNABILITY.

Milton agrees to not sublet any one of their three unused guaranteed beds to any jurisdictions. This Agreement may not be assigned by either party.

13. TRANSPORTATION

Milton inmates incarcerated in Puyallup pursuant to this Agreement shall be transported to Puyallup by and at the expense of Milton and shall be returned, if necessary, to Milton by Milton personnel and at Milton's expense. Puyallup is not responsible for transportation of Milton inmates under this Agreement and shall be reimbursed by Milton for any actual expense incurred in transport of an inmate if, in fact, transportation of an inmate by Puyallup becomes necessary including if the transport was a result of a warrant, or medical appointment. Such transportation shall be calculated based upon the time required for transport at the correction officer over time rate of \$55.00 per hour.

14. RECORDS AND REPORTS

(a) Milton shall forward to Puyallup before or at the time of delivery of each inmate a copy of all inmate records pertaining to the inmate's present incarceration at other correctional facilities. If additional information is requested regarding a particular inmate, the parties shall mutually cooperate to provide any additional information.

(b) Puyallup shall keep all necessary and pertinent records concerning such inmates incarcerated in Puyallup Jail. During an inmate's confinement in Puyallup, Milton shall upon request, be entitled to receive and be furnished with copies of any report or record associated with said inmates(s) incarceration, as may be permitted by law.

15. MEDICAL TREATMENT

(a) Inmates shall receive medical, psychiatric and dental treatment when emergent and necessary to safeguard their health while housed in the Puyallup jail. The Puyallup jail shall provide or arrange for the providing of such medical, psychiatric and dental services. Except for routine minor medical services provided in the Puyallup jail, Milton shall pay directly or reimburse Puyallup for any and all costs associated with the delivery of any emergency and/or major medical service provided to Milton inmates. Milton shall be responsible for any and all medical, psychiatric and dental treatment provided outside of the Puyallup jail and shall be billed therefore. Examples of medical services which may be provided in the Puyallup jail but which are not routine, and for which Milton shall be billed include, but are not

necessarily limited to, HIV/AIDS treatment, chemotherapy, dialysis treatment, and hemophiliac treatment. No psychiatric or dental treatment can be provided in the Puyallup jail; all psychiatric and dental treatment of the Milton inmates shall be billed to Milton.

(b) An adequate record of all such services shall be kept by Puyallup in accordance with HIPAA regulations for Milton's review at its request. Any medical or dental services of major consequence shall be reported to Milton as soon as time permits.

(c) Should medical or dental services require hospitalization, Milton agrees to compensate Puyallup dollar for dollar any amount expended or cost incurred in providing the same; provided that, except in emergencies, Milton will be notified by contacting a duty Sergeant at the Milton Police Department prior to the inmate's transfer to a hospital and nothing herein shall preclude Milton from retaking the ill or injured inmate. In the event a Milton inmate is taken by emergency to a hospital, Puyallup shall notify Milton within eight (8) business hours (i.e. Monday through Friday 8 a.m. to 5 p.m., excluding state-observed holidays) of transport. Milton is responsible for providing security during any period of hospitalization.

16. DISCIPLINE

Puyallup shall have physical control over and power to exercise disciplinary authority over all inmates of Milton. However, nothing contained herein shall be construed to authorize or permit the imposition of any type of discipline prohibited by the constitution and laws of the State of Washington or the constitution and laws of the United States.

17. STANDARD OF RELEASE

Milton shall adopt Administrative Order No. 2013-01 Puyallup Municipal Court Standards of Release.

18. VIDEO ARRAIGNMENT

Upon request, Puyallup will provide video arraignment services at the rate of \$55.00 per hours with a (4) four hour minimum charge.

19. REMOVAL FROM THE JAIL

An inmate from Milton legally confined in Puyallup shall not be removed from there by any person except:

- a) When requested by Milton Police Department in writing authorizing such release; or
- b) Upon court order in those matters in which said court has jurisdiction over such inmate; or
- c) For appearance in the court in which a Milton inmate is charged; or
- d) In compliance with a Writ of Habeas Corpus; or
- e) For interviews by Milton Attorney or member of Milton Police Department; or
- f) If the prisoner has served his sentence, or the charge pending against said inmate

- has been dismissed, or bail or other recognizance has been posted as required by the courts; or
- g) For other scheduled court appearances, including those for which they are not being held, or
- h) Upon the execution of the Standards of Release Administrative Order No. 2013-01, or
- i) For medical care (see §15) and court ordered evaluations.

20. ESCAPES

In the event any Milton inmate shall escape from Puyallup's custody, Puyallup will use all reasonable means to recapture the inmate. The escape shall be reported immediately to Milton. Puyallup shall have the primary responsibility for and authority to direct the pursuit and retaking of the inmate or inmates. Any cost in connection therewith shall be chargeable to and borne by Puyallup, however, Puyallup shall not be required to expend unreasonable amounts to pursue escaped inmates beyond its jurisdiction.

21. DEATH OF AN INMATE

a) In the event of the death of a Milton inmate, Puyallup shall notify the Pierce County Medical Examiner. Milton shall receive copies of any records made at or in connection with such notification, unless prohibited by law or court order. Reasonable copying costs for such copies shall be borne by Milton.

b) Puyallup shall immediately notify Milton of the death of a Milton inmate, furnish reasonable and necessary information as reasonably requested and follow reasonable instructions of Milton with regard to the disposition of the body. The body shall be released to the Medical Examiner. All expenses relative to any necessary preparation of the body and shipment charges shall be paid by Milton. The provisions of this paragraph shall govern only the relations between or among the parties hereto and shall not affect the responsibility or liability of any relative or other person for the disposition of the deceased or any expenses connected therewith.

(c) Milton shall receive a certified copy of the death certificate for any of its inmates who have died while in Puyallup custody.

22. DISPUTE BETWEEN MILTON AND PUYALLUP

Should a dispute arise as to the application, compensation, enforcement, or interpretation of this Agreement between Milton and Puyallup, the parties shall first attempt to resolve such disputes through good faith and reasonable negotiations. However, if a dispute cannot be resolved through direct discussions, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator under JAMS Alternative Dispute Resolution service rules or policies before resorting to arbitration. The mediator may be selected by agreement of the parties or through JAMS. Following mediation, or upon mutual written agreement of the parties to waive mediation, any unresolved controversy or claim arising from or relating to this Agreement or breach thereof shall be settled through binding arbitration which

shall be conducted under JAMS rules or policies. The arbitrator may be selected by agreement of the parties or through JAMS. All fees and expenses for mediation or arbitration shall be borne by the parties equally, however, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence.

23. INSURANCE

(a) Each party agrees to provide the other with evidence of insurance coverage, in the form of a certificate of insurance from a solvent insurance provider and/or a letter confirming coverage from a solvent insurance pool, which is sufficient to address the insurance and indemnification obligation set forth in the Agreement;

(b) Each party shall obtain and maintain coverage in minimum liability limits of five million dollars (\$5,000,000) per occurrence and five million dollars (\$5,000,000) in the aggregate for its liability exposures, including comprehensive general liability, errors and omissions, auto liability and police professional liability. The insurance policy shall provide coverage for those events that occur during the term of the policy, despite when the claim is made.

24. HOLD HARMLESS AND INDEMNIFICATION

a) Puyallup shall indemnify and hold harmless Milton and its officers, agents, officials, employees and volunteers from any and all claims, actions, suits, liability, loss, expenses, and damages, including reasonable attorney fees, of any nature whatsoever, by reason of or arising out of any act or omission of Puyallup, its officers, agents, officials, employees and volunteers, after Puyallup assumes the custody and care of persons being delivered to Puyallup Jail by Milton and the Milton officer has left the "sally port."

b) Milton shall indemnify and hold harmless Puyallup and its officers, agents, officials, employees and volunteers from any and all claims, actions, suits, liability, loss, expenses, and damages of any nature whatsoever, by reason of or arising out of any act or omission of Milton, its officers, agents, officials, employees and volunteers, in arresting, detaining, charging, or transporting persons before presentment to and acceptance by Puyallup Jail or thereafter while said person (i.e. inmate) are in the custody of Milton outside Puyallup Jail.

c) The waivers in this section have been mutually negotiated by the parties and this entire section shall survive the expiration or termination of this Agreement.

25. INDEPENDENT CONTRACTOR

In providing services under this Agreement, Puyallup is an independent contractor and neither it, nor its officers, officials, agents or employees are employees of Milton for any purpose, including responsibility for any federal or state tax, industrial insurance, or Social Security liability. Neither shall the provision of services under this agreement give rise to any claim or career service or civil service rights, which may accrue to employees of Milton or

Puyallup under any applicable law, rule or regulation.

26. REQUIRED ELEMENTS — INTERLOCAL COOPERATION ACT.

In accordance with the requirements of RCW 39.34.030, the following provisions, stipulations and/or waivers are adopted:

26.1 This Agreement has been approved by the governing bodies of each of the participating agencies.

26.2 No separate organization or separate legal or administrative entity is created by this Agreement.

26.3 Each party to this Agreement shall maintain its own separate budget in accordance with the provisions of Title 35 and 35A RCW and no joint or cooperative budget shall be undertaken.

26.4 The terms of this Agreement do not contemplate the acquisition of any property. However, in the event any property is acquired for the performance of this Agreement, upon termination of this Agreement, said property shall be sold and the proceeds shall remain with Puyallup.

26.5 This Agreement shall be administered by a joint board consisting of the Chiefs of Police of Puyallup and Milton.

27. CONCURRENT ORIGINALS

This Agreement may be executed in any number of counterparts, which counterparts shall collectively constitute the entire Agreement.

28. ENTIRE AGREEMENT

The written provisions and terms of this Agreement, together with any attachments, supersede all prior written and verbal agreements and/or statements by any representative of the parties, and those statements shall not be construed as forming a part of or altering in any manner this Agreement. Any prior written and/or oral agreement between the parties pertaining to jail services is terminated and superseded by this Agreement. This Agreement and any attachments contain the entire Agreement between the parties. Should any language in any attachment conflict with any language contained in this Agreement, the terms of this Agreement shall prevail.

29. SEVERABILITY

Should any provision of this Agreement be determined to be unenforceable by a court of law, such provision shall be severed from the remainder of the Agreement, and such action shall

not affect the enforceability of the remaining provisions herein.

IN WITNESS WHEREOF, the parties below have executed this Agreement, and by doing so, acknowledge that they have read this Agreement understand its terms, and enter this Agreement in a knowing, intelligent, and voluntary manner.

CITY OF PUYALLUP:

By: Kevin Yamamoto
Its: City Manager
Date: _____

ATTEST:

By: Mary Winter
Its: City Clerk
Date: _____

APPROVED AS TO FORM:

By: Shawn Arthur
Its: Senior Asst. City Attorney
Date: _____

CITY OF MILTON:

By: Debra Perry
Its: Mayor
Date: 8-5-15

ATTEST:


By: Katie Bolam
Its: City Clerk
Date: 8-5-15

APPROVED AS TO FORM:

By: Kristin Eick
Its: City Attorney
Date: _____