

**Emergency Jail Agreement  
Between  
King County and Pierce County Sheriff's Department**

THIS AGREEMENT is made and entered into by and between the Pierce County Sheriff's Department, and King County, a political subdivision of the State of Washington (hereinafter "King County").

**RECITALS**

**WHEREAS:** King County has a need for options to house inmates elsewhere in case of emergencies; and

**WHEREAS:** Pierce County Sheriff's Department has available housing to assist King County in an emergent situation; and

**WHEREAS:** King County and Pierce County Sheriff's Department have identified a plan and cost reimbursement for this emergency housing; and

**WHEREAS:** this agreement may be reciprocal for Pierce County Sheriff's Department and if needed both parties shall negotiate terms.

**AGREEMENT**

For and in consideration of the conditions, covenants and agreements contained herein the parties agree as follows:

**1. PURPOSE:**

It is the purpose of this Agreement to provide for the use by King County of the Pierce County Sheriff's Department and the services set forth herein at the Pierce County Sheriff's Department, 930 Tacoma Ave. S. Tacoma, WA. 98402

**2. MAILING AND CONTACT ADDRESS:**

Except as otherwise provided herein, all notices, reports and correspondence required or allowed by this Agreement shall be made to the following:

Pierce County: Pierce County Facility  
Attn: Business Unit  
Pierce County Sheriff's Department  
930 Tacoma Ave. S.  
Tacoma, WA 98402  
Phone: 253.798.6444  
Facsimile: 253.798.6712

Contract Agency: King County, Department of Adult and Juvenile Detention  
Director  
500 5<sup>th</sup> Ave  
Seattle WA, 98104  
Phone: 206.296.1268  
Facsimile: 206.296.0570

Emergency Contacts for Inmate Death, Escape, or Urgent Medical Care:  
Shift Commander at King County Correctional Facility  
Phone: (206) 296-7765  
Facsimile: (206) 296-0297

AND for Inmate Death or Urgent Medical Care:

Jail Health Administrator on Call  
Phone: (206) 296-1092  
Facsimile: (206) 296-1771

General Notices and Operational Contacts for Transports, Off-site Medical, Transfer of Custody  
Shift Commander at King County Correctional Facility  
Phone: (206) 296-7765  
Facsimile: (206) 296-0297

### **3. TELEPHONE NOTICES:**

The parties agree that notice may need to be given at any hour of day and on any day of the week and therefore that, when required, notice by telephone is deemed given if the above numbers are called regardless of whether there is an answer; provided, if there is no answer and an automated message system is in place, a voice message will be left.

### **4. GENERAL TERMS:**

(a) In the event of an emergency Pierce County agrees to house King County inmates in Pierce County correctional facilities. Housing shall not exceed 168 beds and shall be a minimum of 84 beds. These inmates will be under the supervision of corrections officers from King County.

(b) King County shall:

1. King County officers will take the hospital guard responsibility within two hours of inmate transport to a local hospital.
2. King County shall pay for hospital billing or off site medical appointments.
3. King County will staff each unit with two officers and a Sergeant for 1-2 units. Pierce County shall provide the Sergeants with an interview room for an office.
4. King County will provide an officer to assist in laundry.
5. King County will supply inmate uniforms.
6. King County will provide 84 mattresses to use if the housing is two units, said mattresses will be returned to King County at the end of the housing period.
7. If King County uses a second unit, King County will pay for storage of items currently stored in this unit and will assist in movement of these items.

(c) Pierce County shall:

1. Pierce County shall only accept classification level of inmates of Medium to Minimum. Inmates that arrive cannot have "keep separates" for they will all be housed in the same unit.
2. Pierce County will provide or arrange for King County's inmates to receive such medical, psychiatric and dental services as may be necessary to safeguard their health while confined, in accordance with state and federal law and with the policies and procedures in effect at Pierce County.
3. Pierce County shall provide emergency response for any emergencies called by their officers "codes". These are such things as response to fights, medical emergencies, etc.
4. Pierce County shall provide maintenance, food, unit supplies, and laundry supplies.
5. Pierce County will provide institutional knowledge (i.e. escape routes, emergency response, etc.) training to assigned King County officers.
6. Pierce County will provide necessary access and keys to staff.
7. Pierce County will provide King County staff with a staff meal per staff per shift.

**5. COMPENSATION FROM CONTRACT AGENCY:**

(a) In return for Pierce County Sheriff's Department housing of each inmate of King County, King County shall pay the Pierce County twenty – five dollars (\$25.00) for every calendar day, or portion thereof, that said inmate is in the custody of Pierce County Sheriff's Department.

(b) Billing. Pierce County Sheriff's Department will provide a detailed invoice to King County for all amounts due to the Pierce County Sheriff's Department under this Agreement for the services rendered in the prior calendar month. Payment shall be due from King County within thirty (30) days of the invoice date.

**PAYMENT:** Pierce County Sheriff's Department shall bill King County on a monthly basis for the services provided. Billings shall be mailed to:

**Deputy Director Hikari Tamura  
King County  
500 Fifth Avenue  
Seattle, WA 98104**

**REIMBURSEMENT:** Shall occur within 30 days of receipt of invoice and shall be mailed to:

**Business Unit  
Pierce County Sheriff's Department  
930 Tacoma Ave. S.  
Tacoma, WA 98402**

#### **6. MEDICAL TREATMENT:**

(a) Services Provided. Pierce County Sheriff's Department will provide or arrange for King County's inmates to receive such medical, psychiatric and dental services as may be necessary to safeguard their health while confined, in accordance with state and federal law and with the policies and procedures in effect at Pierce County Sheriff's Department.

(b) Off-Site Medical Treatment. In the event a King County inmate needs non-emergency medical, dental or psychiatric treatment that is not available at Pierce County, Pierce County Sheriff's Department shall notify King County and King County shall transport such inmate back to a King County facility within reasonable amount of time and Pierce County Sheriff's Department will notify immediately of proposed transport. In the event a King County inmate needs emergency medical, dental or psychiatric treatment that is not available at Pierce County, Pierce County Sheriff's Department shall arrange medical transport to a local hospital, and notify King County within four hours after any such transfer. King County will be responsible for assuming hospital guarding duties within two hours of such notice and King County will house the inmate after the inmate is discharged from the hospital. Notices required by this paragraph shall be by telephone call to King County's designated contact and confirmed in writing via facsimile as noted in Section 2. The determination of whether a King County inmate requires medical, dental or psychiatric services outside of Pierce County shall be made by Pierce County Sheriff's Department.

(c) Records. The Pierce County Sheriff's Department shall keep records of all medical, psychiatric or dental services it provides to an inmate, and shall send a copy of the medical record via facsimile to King County Jail Health Services upon an inmate's return to King County.

#### **7. TRANSPORTATION OF KING COUNTY INMATES:**

Regular Transport. King County will transport inmates to and from Pierce County Sheriff's Department. Pierce County Sheriff's Department shall have sole discretion to set the day and time of such transports, but Pierce County Sheriff's Department shall confer with King County

prior to setting such days and times and shall use its best efforts to schedule such transports at times that are convenient for King County.

#### **8. TRANSFER OF CUSTODY:**

(a) Pierce County Sheriff's Department shall not be required to take custody of or assume control of or responsibility for any property of the inmate, except for the inmate's supply of medicine, inmate funds transferred from King County to be administered by Pierce County Sheriff's Department according to section 11(b), and such personal property that Pierce County Sheriff's Department allows inmates to keep in their cell. King County's officers delivering an inmate to the transportation location shall be responsible for ensuring that all paperwork is in order and that all property allowed to be transported with the inmate is properly packaged.

(b) Further Transfer of Custody. Except as otherwise allowed by Section 10 of this Agreement, Pierce County Sheriff's Department will not transfer custody of any inmate confined pursuant to this Agreement to any agency other than to King County.

(c) Responsibilities Upon Assumption of Custody. Upon transfer of custody to Pierce County Sheriff's Department, it shall be King County Staff's responsibility to confine the inmate; to supervise, discipline and control said inmate; and to administer the inmate's sentence pursuant to the order of the committing court in the State of Washington and King County's determinations regarding early release credits. It is King County's duty to determine the amount, if any, of early release credits earned by each of its inmates. (d) Resumption of Custody by Contract Agency. No inmate held under this Agreement will be released by Pierce County Sheriff's Department. King County shall be responsible for determining the release date for the inmates held by Pierce County Sheriff's Department under this Agreement.

(d) Resumption of Custody by Contract Agency. No inmate held under this Agreement will be released by Pierce County Sheriff's Department. King County shall be responsible for determining the release date for the inmates held by Pierce County Sheriff's Department under this Agreement.

(e) Responsibilities Upon Return of Inmate to King County. Upon return of custody to King County, Pierce County Sheriff's Department shall provide a completed custody transfer form, a copy or summary of each inmate's medical records held by Pierce County Sheriff's Department for the current booking and any other documentation reasonably requested by King County. If such additional information is requested by King County regarding a particular inmate, the parties shall mutually cooperate to obtain such information. Pierce County Sheriff's Department shall also provide all inmate funds and personal property of each inmate transferred from Pierce County Sheriff's Department to King County.

#### **9. RIGHT TO REFUSE/RETURN AN INMATE:**

In addition to the right to return or refuse to accept inmates, Pierce County Sheriff's Department shall have the right to return or refuse to accept any of King County's inmates under any one of the following additional circumstances.

(a) Pending Medical Needs. Pierce County Sheriff's Department shall have the right to refuse to accept any Contract Agency inmate who appears to Pierce County Facility to be in need of urgent medical, psychiatric or dental attention.

(b) Problematic Medical History or Behavior and New Medical Conditions. Pierce County Sheriff's Department shall have the right to return or refuse to accept any Contract Agency's inmate that, in the sole judgment of Pierce County Sheriff's Department, presents a risk of escape, presents a risk of injury to other persons or property, develops an illness or injury or behaves in any other manner that in Pierce County Sheriff's Department's opinion may adversely affect or interfere with the efficient operations of Pierce County Sheriff Department.

(c) Litigation. Pierce County Facility shall have the right to return or refuse to accept any Contract Agency inmate that files a claim or lawsuit against Pierce County Facility.

**10. REMOVAL FROM JAIL - OTHER GROUNDS:** King County's inmates may be removed from Pierce County Sheriff's Department for the following reason(s):

(a) Request by King County. Pierce County Sheriff's Department will release King County's inmate upon written request of King County for transfer of custody back to King County. In such case, the inmate will be transported by King County's officer.

(b) Treatment Outside of Jail. Any of King County's inmates may be removed from Pierce County Sheriff's Department for medical, psychiatric or dental treatment or care not available within Pierce County Sheriff's Department.

(c) Catastrophe. Any of King County's inmates may be removed from Pierce County Sheriff's Department in the event of any catastrophic condition presenting, in the sole discretion of Pierce County Sheriff's Department, an imminent danger to the safety of the inmate(s) or personnel of Pierce County Sheriff's Department. In such case, Pierce County Sheriff's Department will inform King County, at the earliest practicable time, of the whereabouts of the inmate(s) so removed and shall exercise all reasonable care for the safekeeping and custody of such inmate(s).

(d) Return of Inmate. Any of King County's inmates may be removed from Pierce County Facility to return an inmate to King County under the terms of Section 9.

**11. INMATE RIGHTS, ACCOUNTS AND PROGRAMS:**

(a) Early Release Credit and Discipline. With respect to King County's inmates, King County shall maintain and manage disciplinary issues and will administer sanctions as per facility rules. No discipline prohibited by federal or state law will be permitted. Except as otherwise provided herein, the disciplinary policies and rules of the Pierce County Sheriff's Department will apply equally to inmates confined pursuant to this Agreement and to those otherwise confined.

(b) Inmate Accounts. Pierce County Sheriff's Department shall establish and maintain an account for each inmate received from King County and shall credit to such account all money received from an inmate or from King County on behalf of an inmate. Pierce County Sheriff's Department shall make disbursements from such accounts by debiting such accounts in accurate amounts for items purchased by the inmate for personal needs. Disbursements shall be made in limited amounts as are reasonably necessary for personal maintenance. At termination or

expiration of this Agreement, an inmate's return to King County, or death or escape of an inmate, Pierce County Sheriff's Department shall submit a check to King County in the name of each inmate eligible for reimbursement in order to transfer an inmate's money to an inmate account administered by King County.

(c) Programs. The Pierce County Sheriff's Department will not be providing King County's inmates with educational, recreational and social service programs.

(d) Inability to Serve Time Outside of Facility. King County's inmates will not be allowed to leave the jail for participation in correctional work crews, work release programs, home monitoring or any other program in which other inmates sometimes are allowed to leave the physical confines of the jail as part of serving their sentence.

(e) Facility Conditions. Pierce County Sheriff's Department shall operate its correctional facility consistent with all applicable federal, state and local laws and provide King County's inmates with conditions of confinement that at least meet those required by state and federal law, including, but not limited to, conditions related to diet, health care, clean clothing, exercise and outside recreation, visitation, use of force, access to legal materials, and religious practices.

## **12. ACCESS TO FACILITY AND PRISONERS:**

(a) Access to Facility. King County shall have the right to inspect, at mutually agreeable times, Pierce County Sheriff's Department in order to confirm such jail maintains standards acceptable to King County and that its inmates are treated appropriately.

(b) Access to Inmates. King County personnel shall have the right to interview inmates from King County at any reasonable time (8:00 A.M. to 10:00 P.M.) within the Pierce County Sheriff's Department.

(c) Any professional visitors that regularly see their clients (attorney, chaplains, etc.) in King County need to be on Pierce County Sheriff's Department professional visitor access list.

(d) King County inmates shall have access for visiting.

## **13. ESCAPES AND DEATHS:**

(a) Escapes. In the event of an escape by a King County inmate from Pierce County Sheriff's Department, King County will be notified immediately. Notification shall be by telephone call to King County's designated contact, and confirmed in writing via facsimile as noted in Section 2 for Emergency Contact.

(b) Deaths. In the event of a death of a King County inmate in the Pierce County Sheriff's Department, King County shall be notified immediately. Notification shall be by telephone call to King County's designated contact, and confirmed in writing via facsimile as noted in Section 2 Emergency Contact. The Pierce County Sheriff's Department will immediately provide a copy of all records to King County including correctional records and medical records. The Pierce County Sheriff's Department shall cooperate in inquest proceedings, if any. The Pierce County Sheriff's Department shall follow the written instructions of King County regarding the disposition of the body.

**14. RECORD KEEPING:**

The Pierce County Sheriff's Department agrees to maintain a system of record keeping relative to the booking and confinement of each of King County's inmates consistent with the record keeping by the Pierce County Sheriff's Department for all other inmates. Pierce County Sheriff's Department shall make copies of said records available to King County upon request.

**15. DURATION:**

This Agreement shall be effective upon execution by both parties and shall continue through December 31, 2010 unless terminated earlier. This Agreement may be renewed for successive periods of one year by written addendum executed by all parties hereto under such terms as the parties agree in writing. Negotiation for extension of this contract may occur and shall occur 90 days in advance of the end date of this contract (12/31/10).

**16. GOVERNING LAW/VENUE:**

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 this Agreement and an inmate's confinement under this Agreement. The parties further agree that venue for any legal action undertaken by one of the parties regarding the terms of this Agreement shall be in King County Washington.

**17. NON-DISCRIMINATION POLICY:**

The Pierce County Sheriff's Department and King County agree not to discriminate in the performance of this Agreement because of race, color, national origin, sex, age, religion, creed, marital status, disabled or Vietnam era veteran status, or the presence of any physical, mental, or sensory handicap.

**18. WAIVER OF RIGHTS:**

No waiver of any right under this Agreement shall be effective unless made in writing by an authorized representative of the party to be bound thereby. Failure to insist upon full performance on any occasion shall not constitute consent to or waiver of any continuation of nonperformance or any later nonperformance; nor does payment of a billing or continued performance after notice of a deficiency in performance constitutes acquiescence thereto.

**19. TERMINATION:**

(a) Termination For Convenience. This Agreement may be terminated without cause prior to expiration by written notice from either party delivered by regular mail to the contact person at the address set forth herein.

(b) Termination for Cause. Either party may terminate this Agreement for cause if the other party breaches any terms hereof and fails to cure any breach within sixty (60) days written notice by the other party of the specific breach and a request to cure. At least 30 days prior to the effective date of any termination under this provision, the party seeking termination shall provide



written notice of a specific plan for the transporting of King County's inmates prior to the effective date of termination.

(c) Transport of Inmates Upon Termination of Contract. In the event of a termination of the Agreement in compliance with Section 19 (a) or (b) above, the parties shall make good faith efforts to transport all inmates via regular transports as provided in Section 7 prior to the effective termination date. If additional transports are required to allow transport of all of Contract Agency's inmates prior to effective date of termination, any needed additional transports shall be the responsibility of the party giving notice of termination in the case of a termination for convenience under Section 19 (a), and the responsibility of the party in breach in the case of a termination for cause under Section 19 (b).

## **20. DEFENSE AND INDEMNITY AGREEMENT:**

Each party agrees to defend, indemnify and save harmless the Other Party, its appointed and elective officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon The Indemnified Party, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting there from, sustained by any person or persons and on account of damage to property including loss of use thereof, due to the negligence of the Indemnifying Party, its Subcontractors, its successor or assigns, or its or their agent, servants, or employees.

If the claim, suit, or action for injuries, death, or damages as provided for in the preceding paragraph of this contract is caused by or results from the concurrent negligence of (a) the indemnities or the indemnities agents or employees, and (b) the indemnitor or the indemnitor's agents or employees, the indemnity provisions provided for in the preceding paragraph of this contract shall be valid and enforceable only to the proportional extent of the indemnitor's negligence.

## **21. ACCESS TO TECHNOLOGY:**

Pierce County shall provide computer access to King County staff with the following understanding:

(a) King County staff will use King County information technology systems to manage their inmates.

(b) Each King County staff member using a Pierce County computer will be required to sign a Pierce County Computer Network and Information Security Access agreement attached and identified in this agreement as Exhibit "A."

(c) Pierce County Sheriff Department shall provide one computer per pod for King County staff, plus an additional computer in the Sergeant's office.

(d) Login for each authorized King County user will include Internet access which is filtered and logged and is expected to provide access to King County information technology systems.

(e) Additional details shall be coordinated as it relates to access to the Pierce County online system for processing and housing of King County inmates via the Pierce County Computer Network. These details shall be completed no later than November 1, 2009. Pierce County shall initiate an amendment to the agreement, if necessary to document the final results of the discussions between King County and Pierce County Information Technology Departments.

(f) Pierce County Sheriff Department may ask for reimbursement from King County for services provided by the Pierce County Information Technology Department in support of this agreement, if the costs exceed those identified in developing the rate of \$25 which included the day-to-day costs for the provision of these services. The reimbursement would only be if these costs become astronomical.

**PIERCE COUNTY  
CONTRACT SIGNATURE PAGE**

Contract # \_\_\_\_\_

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

**CONTRACTOR:**

\_\_\_\_\_ Date  
Contractor Signature

\_\_\_\_\_  
Title of Signatory Authorized by Firm Bylaws

Name: King County

Address: 500 5<sup>th</sup> Avenue  
Seattle, WA 98104

Mailing  
Address: \_\_\_\_\_

Contact Name: Director

Phone: 206.293.1268

Fax: 206.296.0570

**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 *(over \$250,000)* Date

# EXHIBIT A

## PIERCE COUNTY COMPUTER NETWORK AND INFORMATION SECURITY ACCESS AGREEMENT

for Employees, Contractors, Volunteers and External Agency Employees.

Access to the Pierce County Network has been provided to you so you may complete specific activities related to your job duties or contractor agreement. Any use beyond what is agreed upon and described in your duties/contract is not allowed. Security will be in place to limit your activities on the network. By signing this agreement, you state that you will not attempt to access information or services not meant to be available to you on the Pierce County network as described in your assigned duties.

You also agree to safeguard any passwords provided to you to access Pierce County systems. You must configure your access to the Pierce County network so that a password must be typed in each time you access the system(s). You cannot share this password with any one else. Log out of Pierce County systems whenever you cease working on the system or whenever you are away from your computer.

You are responsible for any damage caused by actions you take in relation to the Pierce County network that are outside of those described in your duties/contract.

You are to use the utmost discretion in preserving the confidential nature of any information you are authorized to access. Information is to be obtained for authorized purposes ONLY. Obtaining any information for personal use is prohibited; this includes looking up information in any of the computer databases for personal use. As an employee or contractor you may not observe, obtain, nor ask another person to obtain confidential information for personal reasons. "Confidential information" includes (1) information that has been obtained under governmental authority and which is prohibited by law from being disclosed to the public, as well as (2) information which Pierce County or its agencies, officers or agents have a legal duty and/or privilege not to disclose or which is otherwise not available to the public. You shall not disclose confidential information without County authorization. Releasing information may be in violation of the laws of the State of Washington, for example a violation of the provisions of the Criminal History Privacy Act (RCW 10.97) shall constitute a misdemeanor and may result in criminal prosecution. When in doubt, be discreet, and talk with your Pierce County supervisor/contact. It is better to err on the side of caution than on the side of carelessness. County employees must adhere to County policies.

I have read and understand the above policy regarding computer network access and confidential information and have received copy of same

Agency/Employer Name: \_\_\_\_\_

**Employee/Contractor Information:**

First Name:		Middle Initial:	
Last Name:			
Office Phone:	-	-	Ext:
Email Address:			

Date: \_\_\_\_\_ Employee/Contractor Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Pierce County Authorizing Signature: \_\_\_\_\_  
*(Please route to ITSystemAdmin, IT-Merit 3rd Floor after authorizing signature obtained)*

Information Technology Internal Use Only:

Keyfob #	Login Name Assigned	Systems Accessed
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