



**Public Safety Committee Agenda  
City Hall Council Chambers  
104 Bridge Street South  
August 4, 2022, 8:30 AM**

Chris Moore, Co-Chair/Councilmember  
Scott Larson, City Administrator  
Melodi Koenig, Co-Chair/Councilmember  
Interim Chief, Devon Gabreluk, Orting Police  
Kristin Wetzel, Orting Police

**Call to Order**

**Approval of July 2022 Minutes**

**Agenda**

- **Crime Statistics**
- **Touch a Truck Event Update**
- **Police Recruitment Video**
- **Firearms Surplus**
- **Puyallup Jail Contract**
- **South Correctional Entity (SCORE Jail) 2023 Rate  
Amendment/Restated and Amended Housing Agreement 2022**
- **Tactical Response Team Interlocal Agreement Update**

**Other Business**

**Action Items:**

Action Items to City Clerk for Study Session

**Adjournment**

**Next Meeting: *September 1, 2022***



ORTING POLICE DEPARTMENT  
CALLS FOR SERVICE STATISTICS  
2022

Count of Incidents by Month Incident Type	Months							Grand Total
	Jan	Feb	Mar	Apr	May	Jun	Jul	
911 HANG-UP/OPEN LINE	23	23	13	27	12	20	11	129
ABANDONED VEHICLE	1		3		4		1	9
ABUSE - CHILD OR ADULT		1	1	1		1	1	5
AGENCY ASSIST	1	3	6	4	5	2	5	26
ALARM OTHER	3	2	4	4			1	14
ANIMAL ABUSE					1	1	3	5
ANIMAL AT LARGE		1	2	2	1	3		9
ANIMAL BITE				1		3	1	5
ANIMAL COMPLAINT (GENERAL)	3	4	9	4	5	4	4	33
ANIMAL INJURED/DOA	1	1			1		1	4
ASSAULT NO WEAPON	1	1		3	1	1	2	9
ASSAULT NO WEAPON ~ NOT IN PROGRESS	2			3			1	6
ASSAULT WITH WEAPON ~ NOT IN PROGRESS					1			1
ATTEMPT SUICIDE			1		2			3
BURGLARY ALARM - COMMERCIAL	4	6	5	2	1	4	1	23
BURGLARY ALARM - RESIDENTIAL	3	1	4	3	6	3	3	23
CHECK/CREDIT CARD FRAUD		1	3		1	1		6
CITIZEN ASSIST	18	9	8	15	7	11	7	75
CITIZEN FLAG DOWN		2	6	2	2	4	5	21
CIVIL CHILD CUSTODY		2	1	1			2	6
CIVIL ISSUE	3	1	2			3		9
COMMERCIAL BURGLARY	3	1	1		2			7
DEATH INVESTIGATION	1	2	3	2	1	1	2	12
DEPENDENT CHILD		1						1
DISABLED VEHICLE IN ROADWAY	4	2	3	1	4	1	3	18
DISORDERLY - FIGHT		1	1	1	2	3	1	9
DISORDERLY - NEIGHBOR DISPUTE		2	1	1	1	3	2	10
DISORDERLY - ROAD RAGE			2		1	4		7
DISORDERLY - ROAD RAGE ~ NOT IN PROGRESS				1				1
DISORDERLY - VERBAL ALTERCATION	5	2	4	3	4	3	2	23
DUI		2	3	5	2	4	3	19
DV - PHYSICAL	5	4	1	2	3	2	4	21
DV - WITH WEAPON	1	1		1				3
DV - WITH WEAPON ~ NOT IN PROGRESS		1		1				2
DVV - VERBAL DOMESTIC	7	4	8	7	2	6	6	40
DVV - VERBAL DOMESTIC ~ NOT IN PROGRESS			1		1		1	3
EXPLOSIVES/EXPLOSION			1	1		1		3
EXTORTION	1							1
FIREWORKS	3			2	1	1	9	16
FIREWORKS CSS							3	3
FOLLOW UP	25	16	16	17	34	34	18	160
FOOT PATROL		5	1	1	2	5	4	18
FOUND CHILD							1	1
FOUND NARCOTICS						1		1
FOUND PROPERTY		3	3	1	2	1	6	16
FRAUD/FORGERY	2	3		4	2	1		12
HARASSMENT	2	1	1		1		2	7
HAZARD - MISCELLANEOUS	5		2		2		1	10
HAZARD - SIGN/SIGNAL	1							1
HAZARD - TRAFFIC				1	1		1	3
HOLDUP ALARM - RESIDENTIAL	1							1
IDENTITY THEFT					1			1
INCORRIGIBLE JUVENILE	2	4	3	3	1		2	15
INFORMATION FOR POLICE	3	5	4	4	1	2	4	23
INTIMIDATION WITH WEAPON		1		1				2
JUVENILE PROBLEM (GENERAL)	5	2	6	1	4	10	1	29
LEWD CONDUCT ~ NOT IN PROGRESS				1				1
LITTERING					1			1
LOST PROPERTY		1	1					2
MISCELLANEOUS	2		1	1				4
MISSING AT RISK INDIVIDUAL		1						1
MISSING PERSON	1			1		2		4
MOLESTATION/GROPING			2	1				3
MOLESTATION/GROPING ~ NOT IN PROGRESS			1					1
MOTOR VEHICLE THEFT CALLS FOR SERVICE (ALL)	2	4	2	2	1	2	2	15

BY MONTH  
JAN - JULY 2022

ORTING POLICE DEPARTMENT  
CALLS FOR SERVICE STATISTICS

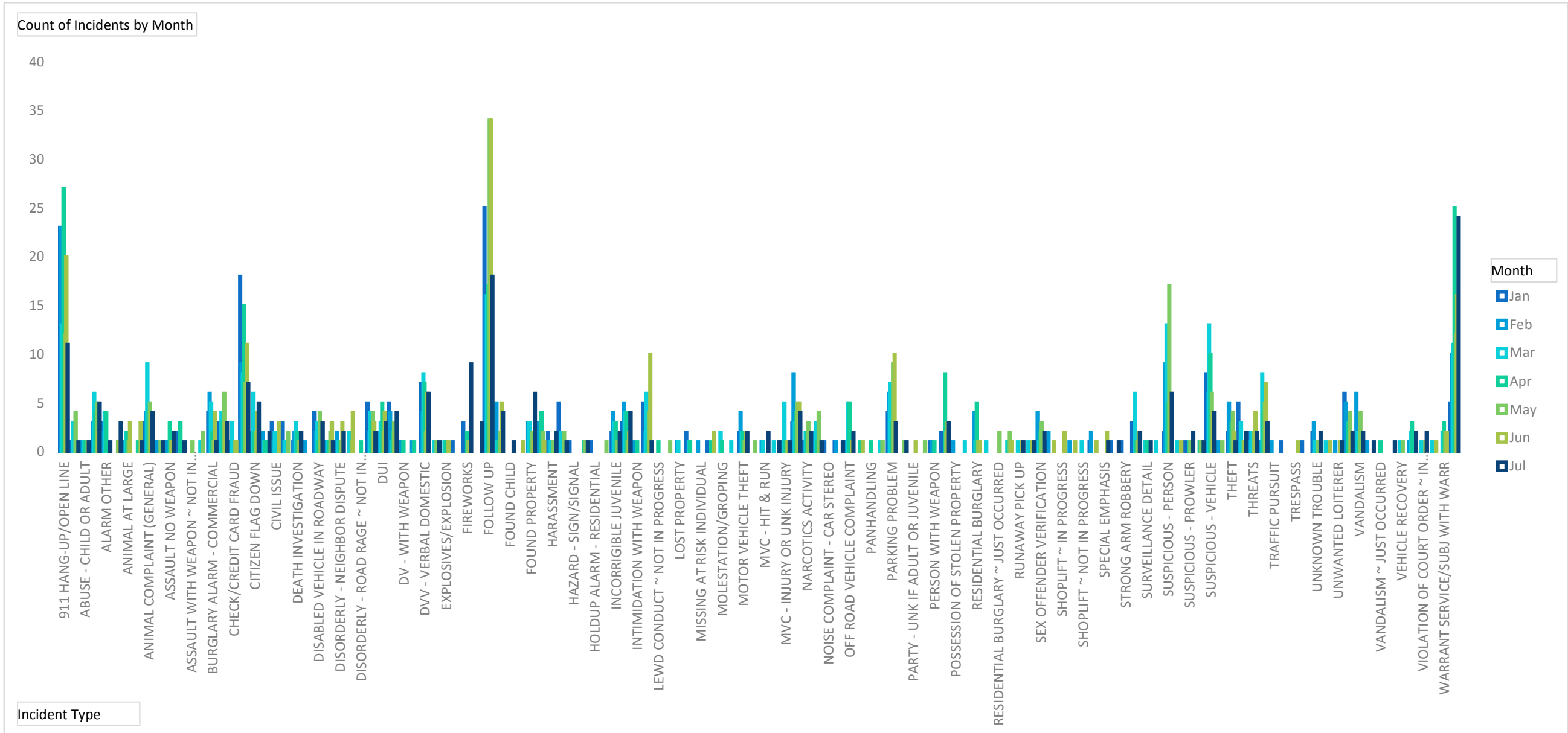
	2022							
MOTOR VEHICLE THEFT ~ JUST OCCURRED					1			1
MVC - HIT & RUN	1	1					2	4
MVC - HIT & RUN ~ JUST OCCURRED			1				1	2
MVC - INJURY OR UNK INJURY	1	1	5	1	1	1	1	11
MVC - NON INJURY	3	8	3	4	5	5	4	32
NARCOTICS ACTIVITY	1		2	2	3		2	10
NOISE COMPLAINT	1	2	3	1	4		1	12
NOISE COMPLAINT - CAR STEREO	1							1
NOTIFICATION	1	1					1	3
OFF ROAD VEHICLE COMPLAINT	1	1	5	5		1	2	15
OVERDOSE				1		1		2
PANHANDLING				1				1
PANIC ALARM - RESIDENTIAL			1		1			2
PARKING PROBLEM	4	6	7	3	9	10	3	42
PARTY - ADULT					1		1	2
PARTY - UNK IF ADULT OR JUVENILE							1	1
PERSON DOWN					1			1
PERSON WITH WEAPON	1	1		1				3
PHONE MESSAGE FOR OFFICER	2			8	2	3	3	18
POSSESSION OF STOLEN PROPERTY		1						1
RAPE ~ NOT IN PROGRESS			1					1
RESIDENTIAL BURGLARY	4	1	5	1	1			12
RESIDENTIAL BURGLARY ~ IN PROGRESS		1						1
RESIDENTIAL BURGLARY ~ JUST OCCURRED					2			2
RUNAWAY		1	1	2	1			5
RUNAWAY PICK UP		1			1	1		3
SEARCH WARRANT		1			1	1		3
SEX OFFENDER VERIFICATION		4	1	2	3		2	12
SHOPLIFT	1	2				1		4
SHOPLIFT ~ IN PROGRESS						2		2
SHOPLIFT ~ JUST OCCURRED		1				1		2
SHOPLIFT ~ NOT IN PROGRESS			1					1
SHOTS FIRED - NO KNOWN VICTIMS	1	2				1		4
SPECIAL EMPHASIS						2	1	3
STALKING	1						1	2
STRONG ARM ROBBERY	1							1
SUICIDE THREAT	3		6	1	1	2	2	15
SURVEILLANCE DETAIL			1	1			1	3
SUSPICIOUS - OBJECT			1					1
SUSPICIOUS - PERSON	2	9	13	5	17	6	6	58
SUSPICIOUS - PERSON ~ NOT IN PROGRESS			1			1		2
SUSPICIOUS - PROWLER	1			1	1		2	5
SUSPICIOUS - PROWLER ~ NOT IN PROGRESS				1	1		1	3
SUSPICIOUS - VEHICLE	8	6	13	10	6	4	4	51
SUSPICIOUS - VEHICLE ~ NOT IN PROGRESS		1			1			2
THEFT	2	5		3	4	2	1	17
THEFT - FROM VEHICLE	5	1	3		1	1	2	13
THREATS	2	1	2		2	4	2	13
TRAFFIC COMPLAINT (RECKLESS VEHICLE)		1	8	4	5	7	3	28
TRAFFIC PURSUIT		1						1
TRANSPORT	1							1
TRESPASS						1		1
UNATTENDED CHILD	1							1
UNKNOWN TROUBLE	2	3	1		1		2	9
UNWANTED CUSTOMER			1			1		2
UNWANTED LOITERER		1				1	1	3
UNWANTED PERSON	6	5		3	4	2	2	22
VANDALISM	1	6	2	1	4		2	16
VANDALISM ~ IN PROGRESS	1	1					1	3
VANDALISM ~ JUST OCCURRED				1				1
VEHICLE ALARM							1	1
VEHICLE RECOVERY			1		1			2
VIOLATION OF COURT ORDER		1	2	3			2	8
VIOLATION OF COURT ORDER ~ IN PROGRESS			1			1	2	4
VIOLATION OF COURT ORDER ~ JUST OCCURRED			1			1		2
WARRANT SERVICE/SUBJ WITH WARR			2	3	2	2		9
WELFARE CHECK	5	10	11	25	12	16	24	103
<b>Grand Total</b>	<b>204</b>	<b>214</b>	<b>246</b>	<b>236</b>	<b>226</b>	<b>233</b>	<b>215</b>	<b>1574</b>

CALLS FOR SERVICE (ALL)

BY MONTH

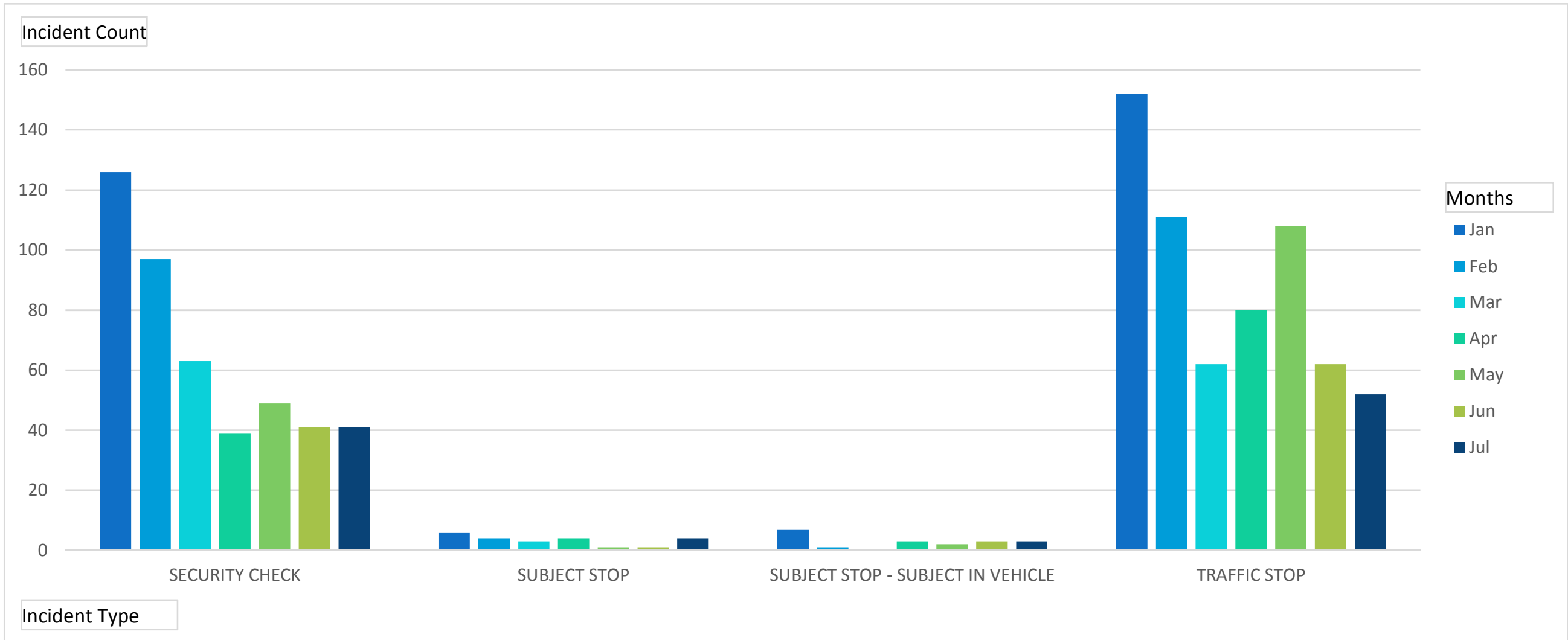
JAN - JULY 2022

ORTING POLICE DEPARTMENT  
 CALL FOR SERVICE STATISTICS  
 2022



CALLS FOR SERVICE  
 (CITIZEN GENERATED)  
 BY MONTH  
 JAN - JULY 2022

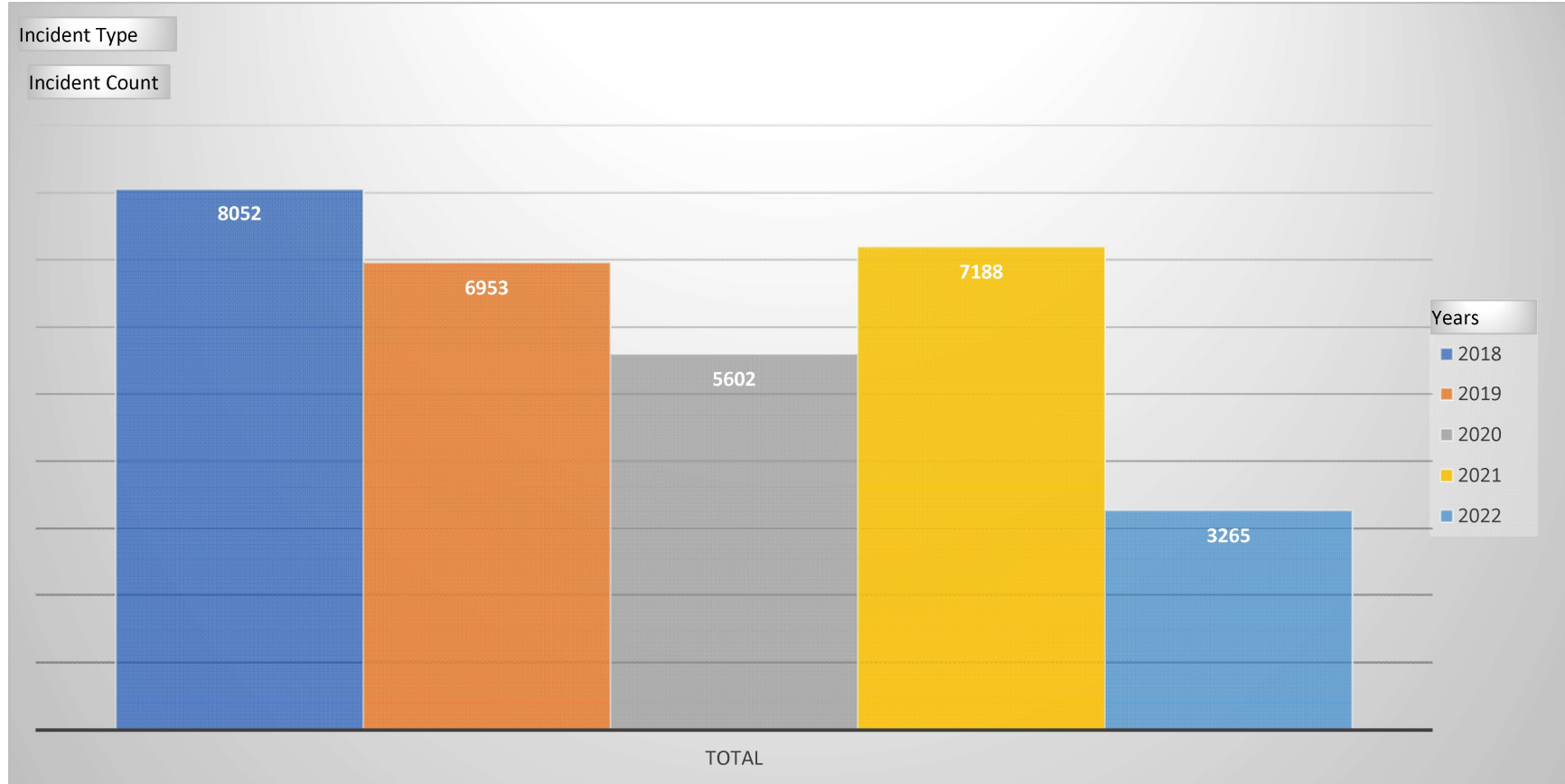
ORTING POLICE DEPARTMENT  
 SERVICE CALL STATISTICS  
 2022



ORTING POLICE DEPARTMENT  
SERVICE CALL STATISTICS  
2018-2022

Incident Type (All)

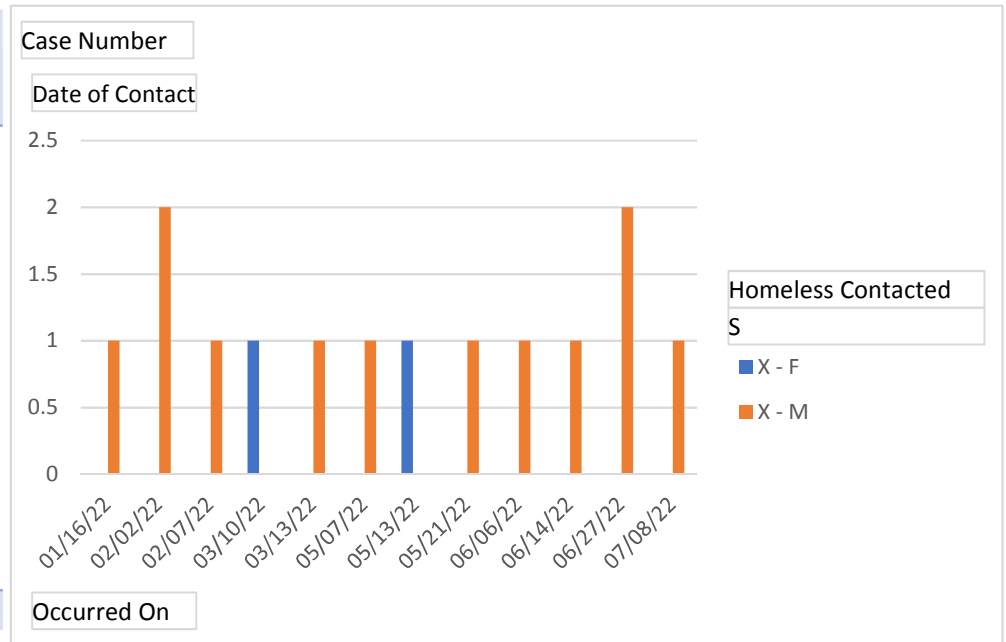
	Year					Grand Total
	2018	2019	2020	2021	2022	
Incident Count	8052	6953	5602	7188	3265	31060



ORTING POLICE DEPARTMENT  
CALLS FOR SERVICE STATISTICS

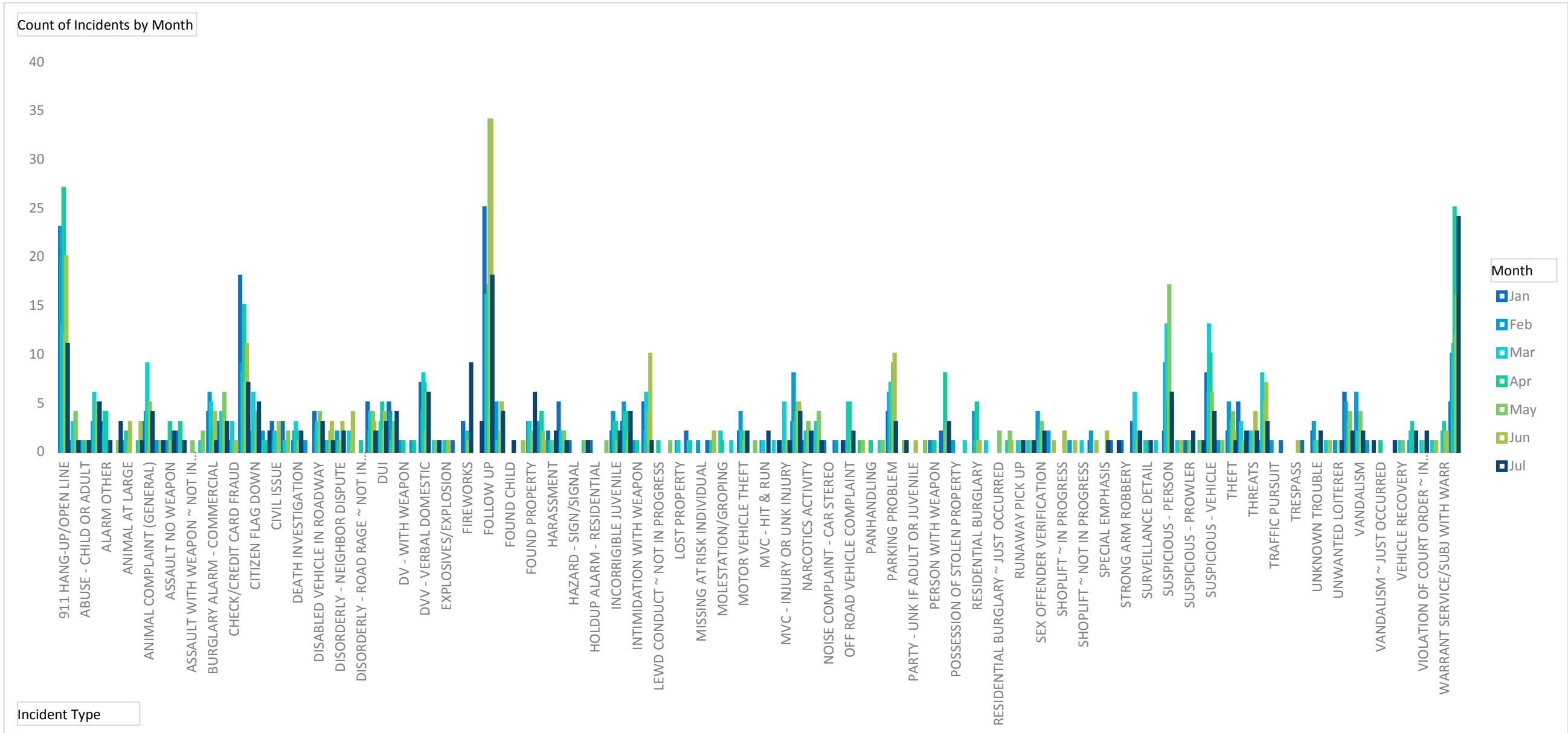
Case Number (All)

Date of Contact	Homeless Contacted		X Total	Grand Total
	F	M		
01/16/22		1	1	1
02/02/22		2	2	2
02/07/22		1	1	1
03/10/22	1		1	1
03/13/22		1	1	1
05/07/22		1	1	1
05/13/22	1		1	1
05/21/22		1	1	1
06/06/22		1	1	1
06/14/22		1	1	1
06/27/22		2	2	2
07/08/22		1	1	1
<b>Grand Total</b>	<b>2</b>	<b>12</b>	<b>14</b>	<b>14</b>





ORTING POLICE DEPARTMENT  
 CALL FOR SERVICE STATISTICS  
 2022



CALLS FOR SERVICE  
 (CITIZEN GENERATED)  
 BY MONTH  
 JAN - JULY 2022

PORTING POLICE DEPARTMENT  
CALLS FOR SERVICE STATISTICS  
2022

Count of Incidents by Month Incident Type	Months							Grand Total
	Jan	Feb	Mar	Apr	May	Jun	Jul	
911 HANG-UP/OPEN LINE	23	23	13	27	12	20	11	129
ABANDONED VEHICLE	1		3		4		1	9
ABUSE - CHILD OR ADULT		1	1	1		1	1	5
AGENCY ASSIST	1	3	6	4	5	2	5	26
ALARM OTHER	3	2	4	4			1	14
ANIMAL ABUSE					1	1	3	5
ANIMAL AT LARGE		1	2	2	1	3		9
ANIMAL BITE				1		3	1	5
ANIMAL COMPLAINT (GENERAL)	3	4	9	4	5	4	4	33
ANIMAL INJURED/DOA	1	1			1		1	4
ASSAULT NO WEAPON	1	1		3	1	1	2	9
ASSAULT NO WEAPON ~ NOT IN PROGRESS	2			3			1	6
ASSAULT WITH WEAPON ~ NOT IN PROGRESS					1			1
ATTEMPT SUICIDE			1		2			3
BURGLARY ALARM - COMMERCIAL	4	6	5	2	1	4	1	23
BURGLARY ALARM - RESIDENTIAL	3	1	4	3	6	3	3	23
CHECK/CREDIT CARD FRAUD		1	3		1	1		6
CITIZEN ASSIST	18	9	8	15	7	11	7	75
CITIZEN FLAG DOWN		2	6	2	2	4	5	21
CIVIL CHILD CUSTODY		2	1	1			2	6
CIVIL ISSUE	3	1	2			3		9
COMMERCIAL BURGLARY	3	1	1		2			7
DEATH INVESTIGATION	1	2	3	2	1	1	2	12
DEPENDENT CHILD		1						1
DISABLED VEHICLE IN ROADWAY	4	2	3	1	4	1	3	18
DISORDERLY - FIGHT		1	1	1	2	3	1	9
DISORDERLY - NEIGHBOR DISPUTE		2	1	1	1	3	2	10
DISORDERLY - ROAD RAGE			2		1	4		7
DISORDERLY - ROAD RAGE ~ NOT IN PROGRESS				1				1
DISORDERLY - VERBAL ALTERCATION	5	2	4	3	4	3	2	23
DUI		2	3	5	2	4	3	19
DV - PHYSICAL	5	4	1	2	3	2	4	21
DV - WITH WEAPON	1	1		1				3
DV - WITH WEAPON ~ NOT IN PROGRESS		1		1				2
DVV - VERBAL DOMESTIC	7	4	8	7	2	6	6	40
DVV - VERBAL DOMESTIC ~ NOT IN PROGRESS			1		1		1	3
EXPLOSIVES/EXPLOSION			1	1		1		3
EXTORTION	1							1
FIREWORKS	3			2	1	1	9	16
FIREWORKS CSS							3	3
FOLLOW UP	25	16	16	17	34	34	18	160
FOOT PATROL		5	1	1	2	5	4	18
FOUND CHILD							1	1
FOUND NARCOTICS						1		1
FOUND PROPERTY		3	3	1	2	1	6	16
FRAUD/FORGERY	2	3		4	2	1		12
HARASSMENT	2	1	1		1		2	7
HAZARD - MISCELLANEOUS	5		2		2		1	10
HAZARD - SIGN/SIGNAL	1							1
HAZARD - TRAFFIC				1	1		1	3
HOLDUP ALARM - RESIDENTIAL	1							1
IDENTITY THEFT					1			1
INCORRIGIBLE JUVENILE	2	4	3	3	1		2	15
INFORMATION FOR POLICE	3	5	4	4	1	2	4	23
INTIMIDATION WITH WEAPON		1		1				2
JUVENILE PROBLEM (GENERAL)	5	2	6	1	4	10	1	29
LEWD CONDUCT ~ NOT IN PROGRESS				1				1
LITTERING					1			1
LOST PROPERTY		1	1					2
MISCELLANEOUS	2		1	1				4
MISSING AT RISK INDIVIDUAL		1						1
MISSING PERSON	1			1		2		4
MOLESTATION/GROPING			2	1				3
MOLESTATION/GROPING ~ NOT IN PROGRESS			1					1
MOTOR VEHICLE THEFT CALLS FOR SERVICE (ALL)	2	4	2	2	1	2	2	15

BY MONTH  
JAN - JULY 2022

ORTING POLICE DEPARTMENT  
CALLS FOR SERVICE STATISTICS

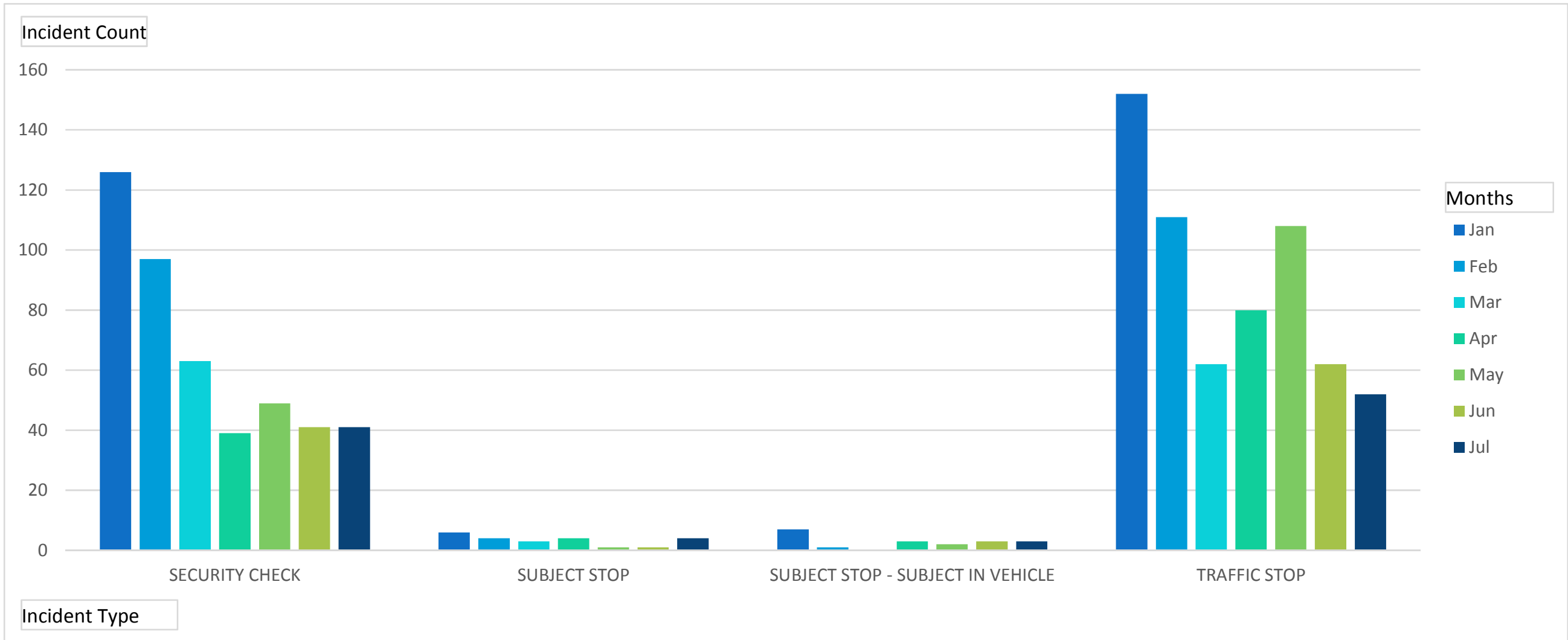
	2022							
MOTOR VEHICLE THEFT ~ JUST OCCURRED					1			1
MVC - HIT & RUN	1	1					2	4
MVC - HIT & RUN ~ JUST OCCURRED			1				1	2
MVC - INJURY OR UNK INJURY	1	1	5	1	1	1	1	11
MVC - NON INJURY	3	8	3	4	5	5	4	32
NARCOTICS ACTIVITY	1		2	2	3		2	10
NOISE COMPLAINT	1	2	3	1	4		1	12
NOISE COMPLAINT - CAR STEREO	1							1
NOTIFICATION	1	1					1	3
OFF ROAD VEHICLE COMPLAINT	1	1	5	5		1	2	15
OVERDOSE				1		1		2
PANHANDLING				1				1
PANIC ALARM - RESIDENTIAL			1		1			2
PARKING PROBLEM	4	6	7	3	9	10	3	42
PARTY - ADULT					1		1	2
PARTY - UNK IF ADULT OR JUVENILE							1	1
PERSON DOWN					1			1
PERSON WITH WEAPON	1	1		1				3
PHONE MESSAGE FOR OFFICER	2			8	2	3	3	18
POSSESSION OF STOLEN PROPERTY		1						1
RAPE ~ NOT IN PROGRESS			1					1
RESIDENTIAL BURGLARY	4	1	5	1	1			12
RESIDENTIAL BURGLARY ~ IN PROGRESS		1						1
RESIDENTIAL BURGLARY ~ JUST OCCURRED					2			2
RUNAWAY		1	1	2	1			5
RUNAWAY PICK UP		1			1	1		3
SEARCH WARRANT		1			1	1		3
SEX OFFENDER VERIFICATION		4	1	2	3		2	12
SHOPLIFT	1	2				1		4
SHOPLIFT ~ IN PROGRESS						2		2
SHOPLIFT ~ JUST OCCURRED		1				1		2
SHOPLIFT ~ NOT IN PROGRESS			1					1
SHOTS FIRED - NO KNOWN VICTIMS	1	2				1		4
SPECIAL EMPHASIS						2	1	3
STALKING	1						1	2
STRONG ARM ROBBERY	1							1
SUICIDE THREAT	3		6	1	1	2	2	15
SURVEILLANCE DETAIL			1	1			1	3
SUSPICIOUS - OBJECT			1					1
SUSPICIOUS - PERSON	2	9	13	5	17	6	6	58
SUSPICIOUS - PERSON ~ NOT IN PROGRESS			1			1		2
SUSPICIOUS - PROWLER	1			1	1		2	5
SUSPICIOUS - PROWLER ~ NOT IN PROGRESS				1	1		1	3
SUSPICIOUS - VEHICLE	8	6	13	10	6	4	4	51
SUSPICIOUS - VEHICLE ~ NOT IN PROGRESS		1			1			2
THEFT	2	5		3	4	2	1	17
THEFT - FROM VEHICLE	5	1	3		1	1	2	13
THREATS	2	1	2		2	4	2	13
TRAFFIC COMPLAINT (RECKLESS VEHICLE)		1	8	4	5	7	3	28
TRAFFIC PURSUIT		1						1
TRANSPORT	1							1
TRESPASS						1		1
UNATTENDED CHILD	1							1
UNKNOWN TROUBLE	2	3	1		1		2	9
UNWANTED CUSTOMER			1			1		2
UNWANTED LOITERER		1				1	1	3
UNWANTED PERSON	6	5		3	4	2	2	22
VANDALISM	1	6	2	1	4		2	16
VANDALISM ~ IN PROGRESS	1	1					1	3
VANDALISM ~ JUST OCCURRED				1				1
VEHICLE ALARM							1	1
VEHICLE RECOVERY			1		1			2
VIOLATION OF COURT ORDER		1	2	3			2	8
VIOLATION OF COURT ORDER ~ IN PROGRESS			1			1	2	4
VIOLATION OF COURT ORDER ~ JUST OCCURRED			1			1		2
WARRANT SERVICE/SUBJ WITH WARR			2	3	2	2		9
WELFARE CHECK	5	10	11	25	12	16	24	103
<b>Grand Total</b>	<b>204</b>	<b>214</b>	<b>246</b>	<b>236</b>	<b>226</b>	<b>233</b>	<b>215</b>	<b>1574</b>

CALLS FOR SERVICE (ALL)

BY MONTH

JAN - JULY 2022

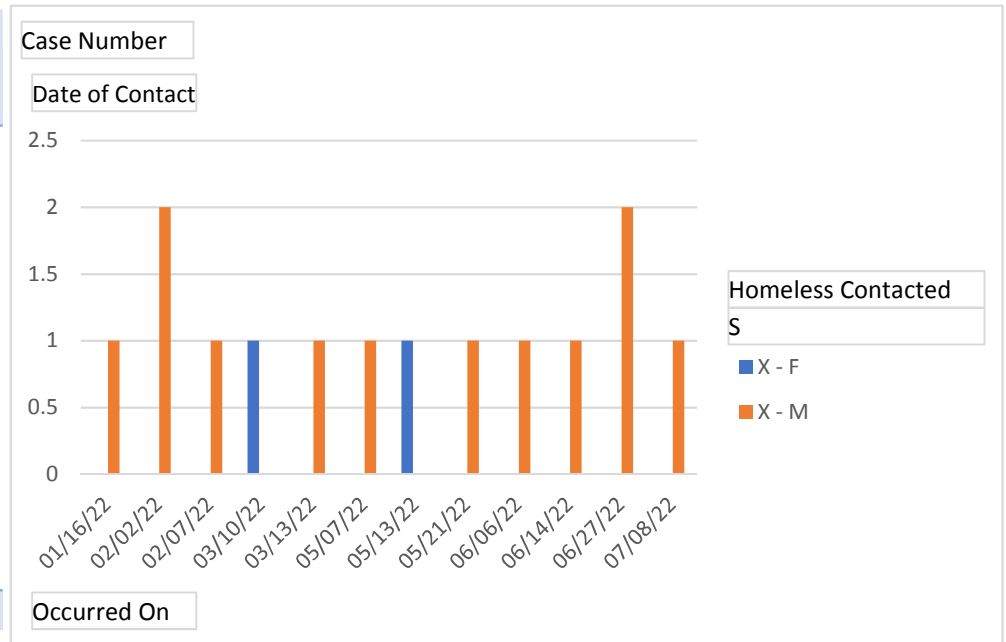
ORTING POLICE DEPARTMENT  
 SERVICE CALL STATISTICS  
 2022



ORTING POLICE DEPARTMENT  
CALLS FOR SERVICE STATISTICS

Case Number (All)

Date of Contact	Homeless Contacted		X Total	Grand Total
	F	M		
01/16/22		1	1	1
02/02/22		2	2	2
02/07/22		1	1	1
03/10/22	1		1	1
03/13/22		1	1	1
05/07/22		1	1	1
05/13/22	1		1	1
05/21/22		1	1	1
06/06/22		1	1	1
06/14/22		1	1	1
06/27/22		2	2	2
07/08/22		1	1	1
<b>Grand Total</b>	<b>2</b>	<b>12</b>	<b>14</b>	<b>14</b>





**City Of Orting  
Council Agenda Summary Sheet**

	<b>Agenda Bill #</b>	<b>Recommending Committee</b>	<b>Study Session Dates</b>	<b>Regular Meeting Dates</b>
<b>Subject: 2022 Police Department surplus of firearms (group 2 of 2)</b>	<b>AB</b>	<b>Public Safety</b>		
	<b>Department:</b>	Police		
	<b>Date Submitted:</b>	7/29		
<b>Cost of Item:</b>		No change – administrative only		
<b>Amount Budgeted:</b>		N/A		
<b>Unexpended Balance:</b>		N/A		
<b>Bars #:</b>		<b>001-594-21-64-51</b>		
<b>Timeline:</b>		As soon as authorized.		
<b>Submitted By:</b>		Interim Police Chief Devon Gabreluk		
<b>Fiscal Note:</b> No cost				
<b>Attachments:</b> List of Police Department firearms for surplus				
<p><b>SUMMARY STATEMENT:</b></p> <p>The City of Orting Police Department has additional firearms that have been identified for surplus. These weapons are prior service weapons issued to officers and have since been replaced by newer models previously approved by council.</p> <p>Authorization to surplus these items is required and once approved, authorizes the City Administrator and Police Chief to dispose of the items in a manner that complies with the Federal Firearms Act as well as State Law.</p>				
<p><b>Recommended Motion: <u>Motion:</u></b></p> <p>To authorize the firearms listed on the attached spreadsheet to be declared “surplus” items, and to allow the disposal of these items by the City Administrator and/or Police Chief in a manor consistent with the FFA and Washington State Statue.</p>				

## July 2022 Police Department Firearm Surplus # 2 of 2

Make	Type	Model	Cal	Serial	
Glock	Handgun		22	0.4	GET837
Glock	Handgun		22	0.4	GET840
Glock	Handgun		34	0.9	BDWU255
HK	Handgun	USP Compact		0.4	26-080698
HK	Rifle	HK416D		5.56	88-001984
HK	Rifle	HK416D		5.56	88-001985



**City Of Orting  
Council Agenda Summary Sheet**

	<b>Agenda Bill #</b>	<b>Recommending Committee</b>	<b>Study Session Dates</b>	<b>Regular Meeting Dates</b>
<b>Subject: Puyallup Jail Interlocal Agreement</b>	<b>AB</b>	<b>Public Safety</b>		
	<b>Department:</b>	Police		
	<b>Date Submitted:</b>	7/20		
<b>Cost of Item:</b>		As needed		
<b>Amount Budgeted:</b>		\$60,000.00		
<b>Unexpended Balance:</b>		\$30,195.73		
<b>Bars #:</b>		<b>001-523-60-41-00</b>		
<b>Timeline:</b>		As soon as authorized.		
<b>Submitted By:</b>		Interim Police Chief Devon Gabreluk		
<b>Fiscal Note:</b> None				
<b>Attachments:</b> Draft Puyallup Jail Contract & Court Rules.				
<p><b>SUMMARY STATEMENT:</b></p> <p>The Orting Police Department has active contracts with the City of Enumclaw Jail, S.C.O.R.E. Jail - SeaTac, and Nisqually Jail - Olympia for misdemeanor bookings. The distance to these jails is 16 miles, 28 miles, and 35 miles respectively. Authorizing a contract for jail services with the City of Puyallup Jail will significantly cut costs associated with jail bookings such as; staff time, fuel costs, facility booking fees, and overtime for City coverage during long-drive trips to jails.</p>				
<p><b>Recommended Motion: <u>Motion:</u></b></p> <p>To authorize the Mayor to sign an agreement with the City of Puyallup Jail for jail services as needed.</p>				



**INTERAGENCY AGREEMENT BETWEEN THE CITY OF PUYALLUP,  
WASHINGTON AND CITY OF ORTING, 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 Orting, a municipal corporation of the State of Washington (hereinafter “Orting”).

**Recitals**

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

**WHEREAS**, Orting wishes to designate the Puyallup Jail as a place of confinement for inmates from the City of Orting; and

**WHEREAS**, in an effort to streamline administrative procedures and ensure that the daily rate of \$158.28 to house inmates at Puyallup’s jail is consistent with the current operating costs, it is necessary to enter into an updated interagency 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;

**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 applicable laws and administrative rules and regulations of the State of Washington shall control. Any actions, suit, or judicial or administrative proceeding for the enforcement of this agreement shall be brought and tried in the Federal or Superior Court for the State of Washington in Pierce County.

2. **EFFECTIVE DATE**

This Agreement shall commence on \_\_\_\_\_ and terminate one year form this date. The Agreement will be automatically renewed for successive one-year terms unless terminated by either party pursuant to section 3 of this Agreement.

3. TERMINATION

(a) By either party. This Agreement may be terminated at any time by written notice from either party to the other party delivered by regular mail to the contact person identified in §4, provided that termination shall become effective ninety (90) 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 ninety (90) days, Orting agrees to remove its inmates(s) from the Puyallup Jail.

(b) In the event of termination of this Agreement for any reason, Orting shall compensate Puyallup for inmates housed by the Puyallup Jail after notice of termination until Orting 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 Orting 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, WA 98371

Contact: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. COMPENSATION

a) Bed Rate. In consideration of Puyallup's commitment to house Orting inmates, Orting shall pay Puyallup one hundred fifty-eight dollars and 28/100 (\$158.28) per day for each inmate housed.

b) Administrative Booking Rate. Puyallup will authorize Orting Police Officers to transport misdemeanor level suspects to its jail for administrative booking. Administrative booking shall include booking suspects into the jail pursuant to Puyallup Jail policies and standard operating procedures and detaining those suspects until booking information, including fingerprints and photographs, are obtained. Following the booking process, suspects shall be transported by Orting Officers back to the City of Orting where they will be released. As compensation for the administrative booking services, Orting shall pay Puyallup sixty-two dollars (\$62.00) for each administratively booked individual. Any other costs associated with the administrative booking process shall be the sole responsibility of the City of Puyallup.

c) Bed Rate and Administrative Booking Rate will be increased at a rate of 100% of the Seattle-Tacoma-Bellevue CPI-U first half index for the year prior with a minimum of 0% to a maximum of 2.25%. The rate increase will occur on January 1 of each year unless otherwise

negotiated and agreed by the parties. (For example, the 2022 Seattle-Tacoma-Bellevue CPI-U first half index will set the amount of the January 1, 2023, increase to Bed Rate and Administrative Booking Rate.).

d) Billing and Payment. Puyallup agrees to provide Orting with an itemized bill listing all names of inmates who are administratively booked or 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 last day of each following month. Orting agrees to make payment to Puyallup within 30 days of receipt of such bill for the amount billed for the previous calendar month.

6. SERVICES PROVIDED

Puyallup agrees to provide jail services or administrative booking for gross misdemeanor/misdemeanor inmates for those offenses that have been committed by adults within Orting’s jurisdiction.

7. Booking

Inmates shall be booked pursuant Puyallup’s booking policies and procedures. Inmates transported by Orting Officers that are not acceptable at booking, will be the responsibility of the Orting Officers to transport back to the City of Orting.

Pursuant to RCW 70.48.130, and as part of the booking procedure, Puyallup shall obtain general information concerning the inmate's ability to pay for medical care, including insurance or other medical benefits or resources to which the inmate is entitled. The information is to be used for third party billing.

8. 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. 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. Orting agrees to be bound by Puyallup’s standard practice and procedures related to inmates housed in the Puyallup Jail.

9. RIGHT TO REFUSAL

To the greatest extent permitted by law, Puyallup shall have the right to refuse to accept Orting inmates or to return an Orting inmate to the City of Orting if in the judgment of Puyallup,

the inmate 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. Further, Puyallup may refuse to accept an inmate if the jail is at or near capacity or if in the judgement of Puyallup that accepting an inmate may create a risk to the safety of persons or property.

10. RETAKING OF INMATES

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

11. COPY OF ARREST WARRANT OR CITATION AND BAIL SCHEDULE

Orting law enforcement officers placing Orting 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. Orting is also responsible for providing Puyallup Jail with a complete bail schedule no later than January 1 of each year.

12. NON-ASSIGNABILITY.

This Agreement may not be assigned by either party.

13. TRANSPORTATION

Orting inmates incarcerated in Puyallup pursuant to this Agreement shall be transported to Puyallup by and at the expense of Orting and shall be returned, if necessary, to the City Orting by Orting personnel and at Orting's expense. Puyallup is not responsible for transportation of Orting inmates under this Agreement and shall be reimbursed by Orting 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) Orting 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, Orting 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. Puyallup shall provide for routine minor medical services in the Puyallup jail. Examples of medical services which may be provided in the Puyallup Jail, but which are not routine, and for which Orting shall be billed include, but are not necessarily limited to, HIV/AIDS treatment, chemotherapy, dialysis treatment, and hemophiliac treatment. Orting shall be responsible for any and all medical, dental or mental health costs incurred by or on behalf of an Orting prisoner including but not limited to prescriptions, appliances, supplies, emergency transport associated with the delivery of any emergency and/or medical service provided to Orting inmates.

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

(c) Orting shall be responsible for any and all costs incurred by or on behalf of an Orting prisoner regarding hospitalization. If necessary, Orting shall reimburse Puyallup dollar for dollar any amount expended or cost incurred by Puyallup in providing the same; provided that, except in emergencies, Orting will be notified by contacting a duty Sergeant at the Orting Police Department prior to the inmate's transfer to a hospital and nothing herein shall preclude Orting from retaking the ill or injured inmate. In the event a Orting inmate is taken by emergency to a hospital, Puyallup shall notify Orting as soon as practicable following emergency transport. Orting 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 Orting. 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

Orting 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 Orting legally confined in Puyallup shall not be removed from there by any person except:

- a) When requested by Orting 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 an Orting inmate is charged; or
  - d) In compliance with a Writ of Habeas Corpus; or
  - e) 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
  - f) For other scheduled court appearances, including those for which they are not being held, or
  - g) Upon the execution of the Standards of Release Administrative Order No. 2013-01, or
  - h) For medical care (see §15) and court ordered evaluations.

## 20. ESCAPES

In the event any Orting inmate shall escape from Puyallup's custody, Puyallup will use all reasonable means to recapture the inmate. The escape shall be reported immediately to Orting. Puyallup shall have the primary responsibility for and authority to direct the pursuit and retaking of the inmate or inmates within its own jurisdiction. 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 an Orting inmate, Puyallup shall notify the Pierce County Medical Examiner. Orting 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 Orting.

b) Puyallup shall immediately notify Orting of the death of an Orting inmate, furnish reasonable and necessary information as reasonably requested and follow reasonable instructions of Orting 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 Orting. 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.

## 22. DISPUTE BETWEEN ORTING AND PUYALLUP

Should a dispute arise as to the application, compensation, enforcement, or interpretation of this Agreement between Orting 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 defend, indemnify and hold Orting, its officers, officials, employees and volunteers, harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of Puyallup in performance of this Agreement.

b) Orting shall defend, indemnify and hold Puyallup, its officers, officials, employees and volunteers, harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of Orting in performance of this Agreement.

c) Puyallup and Orting hereby waive, as to each other only, their immunity from suit under industrial insurance, title 51 RCW. This waiver of immunity was mutually negotiated by the parties hereto.

d) 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 Orting 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 Orting or Puyallup under any applicable law, rule or regulation.

26. PRISON RAPE ELIMINATION ACT

Puyallup acknowledges and is working toward compliance of the Prison Rape Elimination Act regarding custodial sexual misconduct.

27. MISCELLANEOUS

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

Real or Personal Property. It is not anticipated that any real or personal property will be acquired or purchased by the Parties solely because of this Agreement.

No Joint Venture or Partnership. No joint venture, separate administrative or governmental entity, or partnership is formed as a result of this 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:**

**CITY OF ORTING:**

\_\_\_\_\_  
By: Steve Kirklie  
Its: City Manager  
Date: \_\_\_\_\_

\_\_\_\_\_  
By:  
Its:  
Date: \_\_\_\_\_

**ATTEST:**

**ATTEST:**



\_\_\_\_\_  
By: Brenda Fritsvold  
Its: City Clerk  
Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
By: Shawn Arthur  
Its: Deputy City Attorney  
Date: \_\_\_\_\_

\_\_\_\_\_  
By:  
Its:  
Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
By:  
Its:  
Date: \_\_\_\_\_

1 PUYALLUP MUNICIPAL COURT, IN AND FOR THE COUNTY OF PIERCE,  
2 STATE OF WASHINGTON  
3  
4

5 ADMINISTRATIVE ORDER  
6 No. 2013-01

7 PUYALLUP MUNICIPAL COURT  
8 STANDARDS OF RELEASE  
9 (*Amended Oct. 25, 2013*)

10 THIS MATTER having come before the Court on the Court's own  
11 motion due to an identified need to establish policy and  
standards regarding bail and release:

12 IT IS HEREBY ORDERED as follows:

13 1. GENERAL PROVISIONS

14 1.1. Medical Emergency:

15 1.1.1. A "medical emergency" is defined as a situation  
16 involving life or death consequences; a substantial  
17 likelihood of severe physical harm being done to a  
18 Defendant unless emergency medical treatment is  
19 immediately obtained; or a highly contagious medical  
condition that poses a substantial likelihood of severe  
physical harm to other inmates if transmitted.

20 1.1.2. A Defendant held on a commitment, on bail, on a pre-  
21 trial non-bailable hold, or on a bench warrant may be  
22 granted temporary release (TR) by the City of Puyallup  
23 Jail (hereinafter referred to as "Jail") to a hospital  
24 or mental health facility if a bona fide medical  
25 emergency exists. The Jail shall whenever possible make  
arrangements to transport the Defendant back to custody  
following the conclusion of medical treatment/services.  
If transportation back to the jail is not feasible or  
the medical condition is such that the Jail is unable to  
provide appropriate care for the Defendant after he or

1 she is treated, the Jail may either provide the  
2 Defendant with a due date/time wherein the Defendant  
3 shall surrender himself/herself back to the Jail or  
4 provide the Defendant with a notice to appear for a  
5 hearing before the Court. Notice for a hearing shall be  
6 for the next Monday, Wednesday, or Friday the Court is  
7 open with the time noted as 2:00 p.m. and shall be  
8 signed by the Defendant (unless he or she is medically  
9 unable to sign).

10 1.1.3. Any Defendant granted a TR for a medical emergency  
11 should be listed on the court list with a notation that  
12 he or she was given a medical TR. If the Defendant was  
13 given a notice to appear for a hearing, a copy of the  
14 notice given is to be provided to the Court with the  
15 court list. Any Defendant required to appear in court  
16 or to return to the Jail following medical treatment who  
17 fails to do so is subject to a bench warrant. The Jail  
18 officers shall immediately notify the Court staff of a  
19 Defendant's failure to return to the Jail as directed.

20 1.1.4 Before any Defendant who has been booked on a "new"  
21 Domestic Violence related offense and is held in a non-  
22 bailable status may be released due to a medical  
23 emergency, the Jail SHALL make reasonable efforts to  
24 reach the Municipal Court Judge, either at the Court or  
25 at home and cell phone numbers provided, for the  
purpose of obtaining a telephonic Pre-Arrestment No  
Contact Order. A form telephonic No Contact Order will  
be available on the "F drive" and is only to be issued  
upon verbal or written authorization of the Judge after  
a finding of probable cause. Upon issuance, the  
Defendant is to be provided a copy and the original  
forwarded to the Court.

## 19 1.2. Overcrowding Emergency:

20 1.2.1. An "overcrowding emergency" is defined as a  
21 situation where the Jail Lieutenant, or his designee,  
22 determines that an emergency exists due to inmate  
23 population exceeding the reasonable maximum capacity of  
24 the City of Puyallup Jail.

25 1.2.2. In the event of an overcrowding emergency, the Jail  
Lieutenant may order that inmates who, in the judgment  
of the corrections staff, represent the least threat to  
the safety of the public and are within 3 days of

1 scheduled release to be released early; PROVIDED  
2 HOWEVER, inmates serving a commitment on the following  
3 charges shall not be considered for early release by  
4 corrections staff: Domestic Violence related offenses;  
5 Stalking; DUI or Physical Control of a Motor Vehicle  
6 While Under the Influence; or DWLS 1<sup>st</sup> Degree.

7  
8 1.2.3. In the event of an overcrowding emergency, the Jail  
9 Lieutenant may order that inmates who, in the judgment  
10 of the corrections staff, represent the least threat to  
11 the safety of the public be granted furlough for a set  
12 period of time and ordered to return to the Jail to  
13 serve the balance of their jail at a later date;  
14 PROVIDED HOWEVER, inmates serving a commitment on the  
15 following charges shall not be considered for furlough:  
16 Domestic Violence related offenses; Stalking; DUI or  
17 Physical Control of a Motor Vehicle While Under the  
18 Influence; or DWLS 1<sup>st</sup> Degree.

19  
20 1.2.4 Nothing in this section prevents or prohibits the Jail  
21 Lieutenant or his designee from the following actions:

22 1.2.3.1 Contacting the prosecutor or defense counsel  
23 with a request that a motion be filed with the  
24 court seeking early release of an inmate,  
25 modification of an inmate's commitment, or  
modification of the inmate's bail or other  
conditions of release in order to reduce the  
number of inmates in the City of Puyallup Jail.  
Upon receipt of such motion, the Court shall  
determine if the matter will be set for hearing,  
and if set, if said motion will be granted.

1.2.3.2 Entering into temporary agreements with other  
jails or correctional facilities to house City  
of Puyallup inmates.

21 1.3 Natural Disaster or Other Emergency:

22 1.3.1 A "Natural Disaster or Other Emergency" (hereinafter  
23 referred to as "Disaster Emergency") is defined as a  
24 situation where the Jail Lieutenant, or his  
25 designee, determines that an emergency exists such  
that the health, safety or welfare of the inmates  
would be at risk if they remained confined in the  
City of Puyallup Jail.

1 1.3.2 In the event of a Disaster Emergency, the Jail  
2 Lieutenant may order the immediate release of  
3 inmates; PROVIDED HOWEVER, the corrections staff  
4 shall first attempt to provide notice to the Judge  
5 of the Municipal Court.

6 1.3.3 Prior to release, the Jail shall consider whether  
7 release of a Defendant poses great danger to the  
8 public or the victim(s) of the defendant's crime(s).  
9 If a Defendant poses a significant risk to the  
10 public or victim, the Jail shall make every  
11 reasonable effort to acquire alternate custodial  
12 housing for said Defendant.

13 1.3.4 Those inmates released due to a Disaster Emergency  
14 shall either be given notice to return to the jail  
15 on a date specified by corrections staff, or if the  
16 length of the inhabitability of the Jail is in  
17 question, inmates shall be given notice to appear at  
18 the Puyallup Municipal Court at 2:00 p.m. the next  
19 Monday, Wednesday, or Friday the Court is open.  
20 Said notice shall contain the Court's public phone  
21 number. If the disaster causing release of inmates  
22 also causes closure of the Court, the Defendants are  
23 to call the Court's public phone number, check the  
24 Court's webpage, or check the Washington Court's  
25 website for Emergency Closure information daily to  
determine the next day and location the Puyallup  
Municipal Court will be open.

1.3.5 As soon as the Disaster Emergency permits, the  
corrections staff shall provide the Court with a  
list of all individuals released along with the  
residential and/or mailing address provided by the  
inmate. The Jail shall also provide the Court with  
a list of any inmates transferred to an alternate  
corrections facility.

1  
2 2. STANDARDS OF RELEASE BY CHARGE TYPE

3 2.1 Domestic Violence Related Offenses:

4 2.1.1 A "Domestic Violence Related Offense" includes, but  
5 is not limited to the following criminal charges:

6 Assault - DV  
7 Criminal Trespass - DV  
8 Harassment - DV  
9 Telephone Harassment - DV  
10 Malicious Mischief - DV  
11 Stalking - DV  
12 Theft - DV  
13 Violation of a No Contact Order  
14 Violation of Order for Protection.

15 2.1.2 Absent a Medical Emergency as defined in section 1.1  
16 above, a Defendant booked and charged with a  
17 Domestic Violence Related Offense SHALL be held in  
18 NON-BAILABLE status pending hearing the next  
19 regularly scheduled in-custody court session  
20 following booking.

21 2.1.3 A Defendant booked on a Domestic Violence Related  
22 Offense and temporarily released due to a Medical  
23 Emergency SHALL be provided a notice to appear in  
24 court. Notice for a hearing SHALL be for the next  
25 Monday, Wednesday, or Friday the Court is open with  
the time noted as 2:00 p.m. and shall be signed by  
the Defendant (unless he or she is medically unable  
to sign). Pursuant to section 1.1.4, the Defendant  
SHALL, whenever practicable, be issued a telephonic  
Pre-Arrestment No Contact Order prohibiting the  
arrested person from having contact with the  
protected person or persons prior to his or her  
release.

26 2.2 Driving Under the Influence/Physical Control

27 2.2.1 Absent a Medical Emergency as defined in section 1.1  
28 above, a Defendant booked into the Jail and charged  
29 with Driving Under the Influence (DUI) or Physical  
30 Control of a Motor Vehicle While Under the Influence  
31 (Physical Control) SHALL be held on \$1,000.00 cash

1 bail or bond pending hearing the next regularly  
2 scheduled in-custody court session following  
3 booking.

4 2.2.2 A Defendant booked on a charge of DUI or Physical  
5 Control and temporarily released due to a Medical  
6 Emergency SHALL be provided a notice to appear in  
7 court. Notice for a hearing SHALL be for the next  
8 Monday, Wednesday, or Friday the Court is open with  
9 the time noted as 2:00 p.m. and shall be signed by  
10 the Defendant (unless he or she is medically unable  
11 to sign).

12 2.2.3 In all cases where mandatory arrest is required by  
13 statute, the Defendant may not be "administratively  
14 booked." A Defendant subject to mandatory arrest is  
15 to be booked into the Jail and held as set forth in  
16 section 2.2.1 above.

17 2.3 All other "new" offenses

18 2.3.1 Defendants booked into the City of Puyallup Jail and  
19 charged with one or more new charges, other than  
20 those specified herein above, may be released on  
21 personal recognizance (PR) at the discretion of the  
22 Jail staff if the person does not pose a risk to the  
23 public or victim; PROVIDED HOWEVER, the Defendant  
24 DOES NOT have an active Bench Warrant anywhere in  
25 the State of Washington.

2.3.2 If not released on PR, a Defendant booked on a new  
charge (or charges) may be released by posting FIVE  
HUNDRED DOLLARS (\$500.00) cash bail or bond on any  
misdemeanor or ONE THOUSAND DOLLARS (\$1,000.00) cash  
bail or bond on any gross misdemeanor charge.

2.3.2.1 A Defendant released under either section above  
must fill out a PR Form noting his/her current  
residence;

2.3.2.2 The PR Form SHALL set forth an out of custody  
arraignment date and time for the Defendant to  
appear in the Court AND the Defendant shall be  
given a copy of the form.

2.3.2.3 Any PR Form provided to a Defendant shall also  
be filed with the Court.







**City Of Orting  
Council Agenda Summary Sheet**

	<b>Agenda Bill #</b>	<b>Recommending Committee</b>	<b>Study Session Dates</b>	<b>Regular Meeting Dates</b>
<b>Subject: 2023 SCORE Jail Interlocal Agreement</b>	<b>AB</b>	<b>Public Safety</b>		
	<b>Department:</b>	Police		
	<b>Date Submitted:</b>	7/29		
<b>Cost of Item:</b>		As needed		
<b>Amount Budgeted:</b>		\$60,000.00		
<b>Unexpended Balance:</b>		N/A - 2023		
<b>Bars #:</b>		<b>001-523-60-41-00</b>		
<b>Timeline:</b>		As soon as authorized.		
<b>Submitted By:</b>		Interim Police Chief Devon Gabreluk		
<b>Fiscal Note:</b> Relating to an increase in rates beginning Jan 1, 2023				
<b>Attachments:</b> SCORE Jail notice of rate increase and Draft 2023 SCORE Jail ILA				
<b>SUMMARY STATEMENT:</b>				
On July 1, 2022 SCORE Jail issued notice to agencies contracting with SCORE for jail services that inmate daily housing rates will increase January1, 2023 by 5%.				
The 2023 daily housing rates listed in the ILA are only charged when the Police Department books an individual into the SCORE facility (on an as needed basis). Bookings are accepted if the facility has beds available (no reserved beds rate) which is reflected in rate schedule as the “General Population – Non-Guaranteed Beds” rate.				
<b>Recommended Motion: <u>Motion:</u></b>				
To authorize the Mayor to sign the updated agreement with SCORE Jail for jail services as needed.				



## SOUTH CORRECTIONAL ENTITY

*Serving the Cities of: Auburn, Burien, Des Moines, Renton, SeaTac, and Tukwila*

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Sent Electronically – July 28, 2022

July 28, 2022

Mayor Joshua Penning  
City of Orting  
PO Box 490  
402 Washington Ave SE  
Orting, WA 98361

Dear Mayor Joshua Penning:

Attached you will find two amendments:

- 1) SCORE's daily rates for guaranteed and non-guaranteed beds, effective January 1, 2023. For continued services in 2023, please sign and return the contract amendment by October 31, 2022.

SCORE 's Administrative Board adopted a daily bed rate increase of 5% and increased the booking fee to \$50.00. SCORE will also be charging, on a monthly basis, the Non-Guaranteed Rate for any beds that exceed the use of guaranteed beds. SCORE surcharges for specialty beds remain the same. The hourly rate for transports/hospital security was increased to \$75.00/hr.

These rate increases better support the increasing costs of providing 24-hour medical coverage and mental health services. Approximately 90% of SCORE's population requires either medical or mental health services while in custody.

- 2) SCORE's amended and restated Housing Agreement, effective immediately, regarding probable cause determination in Section 5 (E) Transportation, Booking, Classification, Discipline and Release Procedures. Please sign and return the restated Housing Agreement Amendment.

Please contact me if you have any questions. I can be reached either via email or phone at [dschrum@scorejail.org](mailto:dschrum@scorejail.org) or 206-257-6262.

Sincerely,

Devon Schrum, Executive Director  
South Correctional Entity (SCORE)  
Mission: to provide the highest quality public safety services to those we serve.

Enclosures

**AMENDMENT TO ORIGINAL AGREEMENT FOR INMATE HOUSING**

**(Amending Exhibit A: Fees and Charges and Services)**

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THIS AMENDMENT TO INTERLOCAL AGREEMENT FOR INMATE HOUSING (this “Amendment”), dated \_\_\_\_\_, 2022, is made and entered into by and between the South Correctional Entity, a governmental administrative agency formed pursuant to RCW 39.34.030(3) (“SCORE”) and \_\_\_\_\_, a [municipal corporation] organized under the laws of the State of Washington (hereinafter the “Contract Agency” together with SCORE, the “Parties” or individually a “Party”).

**RECITALS**

**WHEREAS**, the Parties previously entered into an Interlocal Agreement for Inmate Housing dated \_\_\_\_\_, as amended and as may be further amended from time to time (the “Original Agreement”) pursuant to which SCORE provides housing, care and custody of Contract Agency inmates housed at the SCORE consolidated correctional facility located in the City of Des Moines (the “SCORE Facility”); and

**WHEREAS**, the Parties now desire to amend Exhibit A to the Original Agreement (as amended by this Amendment, the “Agreement”) with regard to fees and charges for such services as provided herein;

**Section 1. Definitions.** Terms not otherwise defined herein (including in the recitals, which are incorporated herein by this reference) shall have the meanings set forth in the Original Agreement.

**Section 2. Amendment.**

(1) **Amendment to Exhibit A.** Daily Housing Rates, Daily Rate Surcharges, Booking Fee and Transport Fee in Exhibit A to the Original Agreement are hereby replaced in their entirety as follows:

Daily Housing Rates

General Population – Guaranteed Beds	\$138.43	No. of Beds: _____
General Population – Non-Guaranteed Beds	\$199.00	

Daily Rate Surcharges:

Mental Health – Residential Beds	\$159.00
Medical – Acute Beds	\$217.00
Mental Health – Acute Beds	\$278.00

Booking Fee \$50.00

Transport/Security Fee \$75.00/hr

Daily Rate Surcharges are in addition to the daily bed rates and subject to bed availability. The Booking Fee will be charged to the jurisdiction responsible for housing the inmate. Fees, charges and services will be annually adjusted each January 1<sup>st</sup>.

**Section 3. Effective Date of Amendment.** The amendments to rates and charges set forth in Section 2 hereof shall become effective on January 1, 2023 at 12:01 a.m.

**Section 4. Entire Agreement.** Except as hereby amended by this Amendment, the remaining terms and conditions of the Original Agreement are hereby ratified and confirmed in all respects.

**Section 5. Severability.** The invalidity or unenforceability of any provision hereof as to any one or more jurisdictions shall not affect the validity or enforceability of the balance of the Agreement as to such jurisdiction or jurisdictions, or affect in any way such validity or enforceability as to any other jurisdiction.

**Section 6. Headings.** The captions in this Amendment are for convenience of reference only and shall not define or limit the provisions hereof.

**Section 7. Execution.** This Agreement shall be executed the Parties hereto by their duly authorized representative. This Amendment may be executed in one or more counterparts.

SOUTH CORRECTIONAL ENTITY

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

ATTEST:  
\_\_\_\_\_

NOTICE ADDRESS:

NOTICE ADDRESS:

SOUTH CORRECTIONAL ENTITY  
20817 17th Avenue South  
Des Moines, WA 98198  
Attention:  
Email:  
Telephone:  
Fax:

DESIGNED REPRESENTATIVES FOR PURPOSES OF  
THIS AGREEMENT:

Name:

Title:

DESIGNED REPRESENTATIVES FOR PURPOSES OF  
THIS AGREEMENT:

Name:

Title:

## AMENDMENT TO INTERLOCAL AGREEMENT FOR INMATE HOUSING

THIS AMENDMENT TO INTERLOCAL AGREEMENT FOR INMATE HOUSING (this "Amendment"), dated \_\_\_\_\_, 2022, is made and entered into by and between the South Correctional Entity, a governmental administrative agency formed pursuant to RCW 39.34.030(3) ("SCORE") and \_\_\_\_\_, a [municipal corporation] organized under the laws of the State of Washington (hereinafter the "Contract Agency" together with SCORE, the "Parties" or individually a "Party").

### RECITALS

**WHEREAS**, the Parties previously entered into an Interlocal Agreement for Inmate Housing dated \_\_\_\_\_, as previously amended (the "Original Agreement") pursuant to which SCORE provides housing, care and custody of Contract Agency inmates housed at the SCORE consolidated correctional facility located in the City of Des Moines (the "SCORE Facility"); and

**WHEREAS**, the Parties now desire to amend and restate the Original Agreement (as amended by this Amendment, the "Agreement") with regard to terms related to release of inmates who have not had a probable cause determination as provided herein;

**Section 1. Definitions.** Terms not otherwise defined herein (including in the recitals, which are incorporated herein by this reference) shall have the meanings set forth in the Original Agreement.

**Section 2. Amendment.**

(1) **Amendment to Release Provisions.** Section 5(E) (Transportation, Booking, Classification, Discipline and Release Procedures) of the Original Agreement is hereby amended and restated as follows:

...

E. **Release.** Except for work programs or health care, if no probable cause determination is made as required by law, and during emergencies, Contract Agency Inmates shall not be removed and/or released from the SCORE Facility without written authorization from the Contract Agency or by the order of a court of competent jurisdiction. If SCORE becomes aware that there has been no probable cause determination as required by law, and the person is still in SCORE's custody, SCORE will notify the Contract Agency that the person must be released unless written proof that the probable cause determination was made is provided. Other jurisdictions may "borrow" a Contract Agency Inmate according to policies and procedures of SCORE and as listed in Exhibit G.

Contract Agency Inmates will be transported at the time of release as follows. SCORE will release each Contract Agency Inmates to the Contract Agency at a mutually agreeable location. Alternatively, SCORE will provide transportation upon release to either the closest Member City of arrest, or the Owner City of residence, whichever is closer, unless confirmed transportation is available at the time of release. Additional fees for transportation outside of King County, if any, are included in Exhibit A.

Contract Agency Inmates for whom bail is posted, or who otherwise have a right to be released, may choose to remain in custody at the SCORE Facility by signing written waiver and return to the Contract Agency by the regularly scheduled transport, be released to a family member or friend with confirmed transportation, or be released via private taxi.

(2) **Amendment to Hold Harmless, Defense, and Indemnification Provisions.** Section 16 (Hold Harmless, Defense and Indemnification) of the Original Agreement is hereby amended and restated as follows:

**Section 16. Hold Harmless, Defense, and Indemnification.** SCORE shall hold harmless, defend, and indemnify the Contract Agency, its elected officials, officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (also including but not limited to claims related to false arrest or detention, alleged mistreatment, alleged violation of civil rights, injury, or death of any Contract Agency Inmate, or loss or damage to Contract Agency Inmate property while in SCORE custody) that result from or arise out of the acts or omissions of SCORE, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of SCORE's services, duties, and obligations under this Agreement.

The Contract Agency shall hold harmless, defend, and indemnify SCORE, its elected officials, officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (also including but not limited to claims related to false arrest or detention, alleged mistreatment, alleged violation of civil rights (unless the Contract Agency has affirmatively notified SCORE in writing that a probable cause determination has been made within 48 hours of the arrest of the person bringing the claim), injury, or death of any Contract Agency Inmate, or loss or damage to Contract Agency Inmate property while in SCORE custody) that result from or arise out of the acts or omissions of the Contract Agency, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of the Contract Agency's services, duties, and obligations under this Agreement.

In the event the acts or omissions of the officials, officers, agents, and/or employees of both the Contract Agency and SCORE in connection with or incidental to the performance or non-performance of the Contract Agency's and or SCORE's services, duties, and obligations under this Agreement are the subject of any liability claims by a third party, the Contract Agency and SCORE shall each be liable for its proportionate concurrent negligence in any resulting suits, actions, claims, liability, damages, judgments, costs and expenses and for their own attorney's fees.

Nothing contained in this section, or this Agreement shall be construed to create a right in any third party to indemnification or defense.

SCORE and the Contract Agency hereby waive, as to each other only, their immunity from suit under industrial insurance, Title 51 RCW. This waiver of immunity was mutually negotiated by the Parties hereto.

The provisions of this section shall survive any termination or expiration of this Agreement.

**Section 3. Entire Agreement.** Except as hereby amended and restated by this Amendment, the remaining terms and conditions of the Original Agreement are hereby ratified and confirmed in all respects.

**Section 4. Severability.** The invalidity or unenforceability of any provision hereof as to any one or more jurisdictions shall not affect the validity or enforceability of the balance of the Agreement as to such jurisdiction or jurisdictions, or affect in any way such validity or enforceability as to any other jurisdiction.

**Section 5. Headings.** The captions in this Amendment are for convenience of reference only and shall not define or limit the provisions hereof.

**Section 6. Execution.** This Agreement shall be executed the Parties hereto by their duly authorized representative. This Amendment may be executed in one or more counterparts.

SOUTH CORRECTIONAL ENTITY

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name – Title

\_\_\_\_\_  
Printed Name – Title

ATTEST:  
  
\_\_\_\_\_

NOTICE ADDRESS:

NOTICE ADDRESS:

SOUTH CORRECTIONAL ENTITY  
20817 17th Avenue South  
Des Moines, WA 98198  
Attention:  
Email:  
Telephone:  
Fax:

DESIGNED REPRESENTATIVES FOR PURPOSES OF  
THIS AGREEMENT:  
Name:  
Title:

DESIGNED REPRESENTATIVES FOR PURPOSES OF  
THIS AGREEMENT:  
Name:  
Title:



**City Of Orting  
Council Agenda Summary Sheet**

	<b>Agenda Bill #</b>	<b>Recommending Committee</b>	<b>Study Session Dates</b>	<b>Regular Meeting Dates</b>
<b>Subject: Amended Tactical Response Team (TRT) Interlocal Agreement</b>	<b>AB</b>	<b>Public Safety</b>		
	<b>Department:</b>	Police		
	<b>Date Submitted:</b>	7/29		
<b>Cost of Item:</b>		No change – administrative only		
<b>Amount Budgeted:</b>		\$5,000.00		
<b>Unexpended Balance:</b>		\$5,000.00		
<b>Bars #:</b>		<b>001-521-23-41-00</b>		
<b>Timeline:</b>		As soon as authorized.		
<b>Submitted By:</b>		Interim Police Chief Devon Gabreluk		
<b>Fiscal Note:</b> TRT ILA amendment required - Incorporation of new member agency				
<b>Attachments:</b> Amended Multi-Agency Tactical Response Team ILA				
<p><b>SUMMARY STATEMENT:</b>            The City of DuPont has become a partner agency of the multi-agency Tactical Response Team. When a new city is brought onboard, an updated ILA is required.</p> <p>Other than including the City of DuPont as a member agency, there are no changes to the ILA that is currently in effect.</p>				
<p><b>Recommended Motion: <u>Motion:</u></b></p> <p>To authorize the Mayor to sign the updated TRT ILA to include the City of DuPont as a member agency.</p>				