

**INTERAGENCY AGREEMENT BETWEEN THE CITY OF PUYALLUP,
WASHINGTON AND CITY OF LAKEWOOD, 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 Lakewood, a municipal corporation of the State of Washington (hereinafter "Lakewood").

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, Lakewood wishes to designate the Puyallup Jail as a place of confinement for inmates from the City of Lakewood; 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 12/7/2021 and terminate one year from 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, Lakewood agrees to remove its inmates(s) from the Puyallup Jail.

(b) In the event of termination of this Agreement for any reason, Lakewood shall compensate Puyallup for inmates housed by the Puyallup Jail after notice of termination until Lakewood 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 Lakewood 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: Chief of Police
9401 Lakewood Drive
Lakewood, WA 98499

5. COMPENSATION

a) Bed Rate. In consideration of Puyallup's commitment to house Lakewood inmates, Lakewood 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 Lakewood 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 Lakewood Officers back to the City of Lakewood where they will be released. As compensation for the administrative booking services, Lakewood 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 Lakewood 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. Lakewood 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 Lakewood's jurisdiction.

7. BOOKING

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

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. Lakewood 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 Lakewood inmates or to return a Lakewood inmate to the City of Lakewood 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, Lakewood shall, at its expense, retake any Lakewood inmate within twelve (12) hours after receipt of such request. In the event the confinement of any Lakewood inmate is terminated for any reason, Lakewood, shall, at its expense, retake such inmate from Puyallup.

11. COPY OF ARREST WARRANT OR CITATION AND BAIL SCHEDULE

Lakewood law enforcement officers placing Lakewood 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. Lakewood 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

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

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

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

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

- a) When requested by Lakewood Police Department in writing authorizing such

- release; or
- b) Upon court order in those matters in which said court has jurisdiction over such inmate; or
- c) For appearance in the court in which a Lakewood 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 Lakewood inmate shall escape from Puyallup's custody, Puyallup will use all reasonable means to recapture the inmate. The escape shall be reported immediately to Lakewood. 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 a Lakewood inmate, Puyallup shall notify the Pierce County Medical Examiner. Lakewood 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 Lakewood.

b) Puyallup shall immediately notify Lakewood of the death of a Lakewood inmate, furnish reasonable and necessary information as reasonably requested and follow reasonable instructions of Lakewood 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 Lakewood. 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 LAKEWOOD AND PUYALLUP

Should a dispute arise as to the application, compensation, enforcement, or interpretation of this Agreement between Lakewood and Puyallup, the parties shall first attempt to resolve such disputes through good faith and reasonable negotiations. However, if a dispute cannot be resolved through direct discussions, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator under JAMS Alternative Dispute Resolution service rules or policies before resorting to arbitration. The mediator may be selected by agreement of the parties or through JAMS. Following mediation, or

upon mutual written agreement of the parties to waive mediation, any unresolved controversy or claim arising from or relating to this Agreement or breach thereof shall be settled through binding arbitration which shall be conducted under JAMS rules or policies. The arbitrator may be selected by agreement of the parties or through JAMS. All fees and expenses for mediation or arbitration shall be borne by the parties equally, however, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence.

23. INSURANCE

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

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

24. HOLD HARMLESS AND INDEMNIFICATION

a) Puyallup shall indemnify and hold harmless Lakewood and its officers, agents, officials, employees and volunteers from any and all claims, actions, suits, liability, loss, expenses, and damages, including reasonable attorney fees, of any nature whatsoever, by reason of or arising out of any act or omission of Puyallup, its officers, agents, officials, employees and volunteers, provided said claim does not arise out of or in any way result from any intentional, willful or negligent act or omission on the part of Lakewood or any officer, agent or employee thereof.

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

c) Puyallup and Lakewood 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

Lakewood 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 Lakewood 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:

DocuSigned by:

Steve Kirkle

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By: Steve Kirkle

Its: City Manager

Date: 1/12/2022

ATTEST:

DocuSigned by:

Brenda Fritsvold

E16BD268BD0848B...

By: Brenda Fritsvold

Its: City Clerk

Date: 1/13/2022

APPROVED AS TO FORM:

DocuSigned by:

Shawn Arthur

CA5E518BD78BA46C...

By: Shawn Arthur

Its: Deputy City Attorney

Date: 1/12/2022

CITY OF LAKEWOOD:

John J. Caulfield

By: John J. Caulfield

Its: City Manager

Date: December 7, 2021

ATTEST:

B. Schumacher

By: Briana Schumacher

Its: City Clerk

Date: December 7, 2021

APPROVED AS TO FORM:

Heidi Ann Wachter

By: Heidi Ann Wachter

Its: City Attorney

Date: 11/23/2021

PUYALLUP MUNICIPAL COURT, IN AND FOR THE COUNTY OF PIERCE,
STATE OF WASHINGTON

ADMINISTRATIVE ORDER
No. 2013-01

PUYALLUP MUNICIPAL COURT
STANDARDS OF RELEASE

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

IT IS HEREBY ORDERED as follows:

1. GENERAL PROVISIONS

1.1. Medical Emergency:

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

1.1.2. A Defendant held on a commitment, on bail, on a pre-trial non-bailable hold, or on a bench warrant may be granted temporary release (TR) by the City of Puyallup Jail (hereinafter referred to as "Jail") to a hospital or mental health facility if a bona fide medical 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.

12 1.2. Overcrowding Emergency:

13 1.2.1. An "overcrowding emergency" is defined as a
14 situation where the Jail Lieutenant, or his designee,
15 determines that an emergency exists due to inmate
16 population exceeding the reasonable maximum capacity of
17 the City of Puyallup Jail.

18 1.2.2. In the event of an overcrowding emergency, the Jail
19 Lieutenant may order that inmates who, in the judgment
20 of the corrections staff, represent the least threat to
21 the safety of the public and are within 3 days of
22 scheduled release to be released early; PROVIDED
23 HOWEVER, inmates serving a commitment on the following
24 charges shall not be considered for early release by
25 corrections staff: Domestic Violence related offenses;
Stalking; DUI or Physical Control of a Motor Vehicle
While Under the Influence; or DWLS 1st Degree.

26 1.2.3. In the event of an overcrowding emergency, the Jail
27 Lieutenant may order that inmates who, in the judgment
28 of the corrections staff, represent the least threat to
29 the safety of the public be granted furlough for a set
30 period of time and ordered to return to the Jail to
31 serve the balance of their jail at a later date;

1 PROVIDED HOWEVER, inmates serving a commitment on the
2 following charges shall not be considered for furlough:
3 Domestic Violence related offenses; Stalking; DUI or
4 Physical Control of a Motor Vehicle While Under the
5 Influence; or DWLS 1st Degree.

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

1.2.3.1 Contacting the prosecutor or defense counsel
with a request that a motion be filed with the
court seeking early release of an inmate,
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.

1.3 Natural Disaster or Other Emergency:

1.3.1 A "Natural Disaster or Other Emergency" (hereinafter
referred to as "Disaster Emergency") is defined as a
situation where the Jail Lieutenant, or his
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.

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

1.3.3 Prior to release, the Jail shall consider whether
release of a Defendant poses great danger to the
public or the victim(s) of the defendant's crime(s).
If a Defendant poses a significant risk to the
public or victim, the Jail shall make every

reasonable effort to acquire alternate custodial housing for said Defendant.

1.3.4 Those inmates released due to a Disaster Emergency shall either be given notice to return to the jail on a date specified by corrections staff, or if the length of the inhabitability of the Jail is in question, inmates shall be given notice to appear at the Puyallup Municipal Court at 2:00 p.m. the next Monday, Wednesday, or Friday the Court is open. Said notice shall contain the Court's public phone number. If the disaster causing release of inmates also causes closure of the Court, the Defendants are to call the Court's public phone number, check the Court's webpage, or check the Washington Court's 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.

2. STANDARDS OF RELEASE BY CHARGE TYPE

2.1 Domestic Violence Related Offenses:

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

Assault - DV
Criminal Trespass - DV
Harassment - DV
Telephone Harassment - DV
Malicious Mischief - DV
Stalking - DV
Theft - DV
Violation of a No Contact Order
Violation of Order for Protection.

2.1.2 Absent a Medical Emergency as defined in section 1.1 above, a Defendant booked and charged with a

Domestic Violence Related Offense SHALL be held in NON-BAILABLE status pending hearing the next regularly scheduled in-custody court session following booking. The Defendant shall be issued a Pre-Arraignment No Contact Order prohibiting the arrested person from having contact with the protected person or persons.

2.1.3 A Defendant booked on a Domestic Violence Related Offense and temporarily released due to a Medical Emergency SHALL be provided a notice to appear in court. Notice for a hearing SHALL be for the next 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).

2.2 Driving Under the Influence/Physical Control

2.2.1 Absent a Medical Emergency as defined in section 1.1 above, a Defendant booked into the Jail and charged with Driving Under the Influence (DUI) or Physical Control of a Motor Vehicle While Under the Influence (Physical Control) SHALL be held on \$1,000.00 cash bail or bond pending hearing the next regularly scheduled in-custody court session following booking.

2.2.2 A Defendant booked on a charge of DUI or Physical Control and temporarily released due to a Medical Emergency SHALL be provided a notice to appear in court. Notice for a hearing SHALL be for the next 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).

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

2.3 All other "new" offenses

2.3.1 Defendants booked into the City of Puyallup Jail and charged with one or more new charges, other than

those specified herein above, may be released on personal recognizance (PR) at the discretion of the Jail staff if the person does not pose a risk to the public or victim; PROVIDED HOWEVER, the Defendant DOES NOT have an active Bench Warrant anywhere in 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;

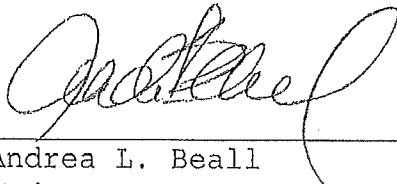
2.3.2.2 The PR Form SHALL set forth an out of custody arraignment date and time for the Defendant to appear in the Court AND the Defendant shall be given a copy of the form.

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

2.4 Booking on a Bench Warrant

2.4.2 Absent a Medical Emergency as defined in section 1.1, a defendant booked on a bench warrant issued by the Puyallup Municipal Court SHALL NOT be given a PR release without the specific authorization of the Puyallup Municipal Judge or assigned Judge Pro-Tem.

AS ORDERED this 17 day of October, 2013.


Andrea L. Beall
Judge