

RESOLUTION NO. 2513

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF BONNEY LAKE, WASHINGTON AND NISQUALLY TRIBAL, FOR THE HOUSING OF INMATES IN THE NISQUALLY TRIBAL JAIL.

WHEREAS, the City of Bonney Lake wishes to enter into an agreement with Nisqually Tribal Jail as a place of confinement for the incarceration of one or more inmates lawfully committed to the City of Bonney Lake's custody; and


WHEREAS, the fees have increased to \$67.50 for 2016, \$70.00 in 2017, \$72.50 in 2018, and \$75.00 in 2019; and

WHEREAS, the governing bodies of each of the parties hereto have determined to enter into this Agreement as authorized and provided for by RCW 39.34.080;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, WASHINGTON DOES RESOLVE AS FOLLOWS:


Section 1. The Mayor is hereby authorized to sign the Jail Services Agreement with Nisqually Tribal.

PASSED BY THE CITY COUNCIL this 26th day of January, 2016.



Neil Johnson, Jr., Mayor

AUTHENTICATED:



Harwood T. Edvalson, City Clerk, MMC

APPROVED AS TO FORM:



Kathleen Haggard, City Attorney

NISQUALLY JAIL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into on this 20th day of January, 2016, by and between the Nisqually Indian Reservation, a Federally Recognized Indian Tribe, hereinafter referred to as "Nisqually" and City of Bonney Lake hereinafter referred to as "City." This Agreement is for the housing of inmates of the City in the Nisqually Detention and Corrections Center hereinafter referred to as "jail" pursuant to Chapters 39.34 and 70.48 RCW.

THE PARTIES HEREBY AGREE as follows:

1. **SERVICE.** Nisqually shall care for prisoners placed in the custody of officers of the Nisqually Jail. The term "prisoner" shall include any person arrested, sentenced by the court or held under authority of any law or ordinance of the City; provided, that the Nisqually Police Chief or the Nisqually Corrections Director shall have the right to refuse to accept custody if in his opinion that would result in overcrowding of the jail, or health, safety or security risks.
2. **CARE.** "Care" shall mean room and board. In addition, prisoners housed pursuant to this agreement shall be subject to the same rules and regulations required of other prisoners housed in the Nisqually jail.
3. **DURATION OF CONTRACT.** The term of this Agreement shall be for five (5) years. This Agreement may be terminated without cause by either party by providing the other party with thirty (30) days written notice. Notice shall be deemed proper when provided to:

City: Don Morrison, City Administrator
9002 Main Street E, Suite 200
Bonney Lake, WA 98391

Nisqually: John Simmons, Chief Executive Officer
4820 She-Nah-Num Dr. S.E.
Olympia, WA 98513

4. **RELEASE.** Prisoners will only be released when they have served their full time unless release is authorized by any other provision of this Agreement or is ordered by a court of competent jurisdiction.
5. **PAYMENT.** The City shall pay to Nisqually the amount of Twenty Dollars (\$20.00) for a booking fee and Sixty-Five Dollars (\$65.00) per day per prisoner for care. A "day" is the twenty-four hour period beginning at 12:00 a.m. and ending at 11:59 p.m. in the Pacific Time Zone. The City shall be charged the booking fee only for anything less than two (2) hours of custody time. Nisqually will submit a monthly invoice to the City for prisoners housed pursuant to this agreement. The City shall pay such invoices within 30 days of receipt. Interest at the rate of 12% per annum shall be charged on all past due accounts.

The rate shall increase by \$2.50 per day per bed each calendar year beginning July 1, 2016, through 2019. The daily rate per prisoner will therefore be as follows:

2015	Sixty Five Dollars	(\$65.00)
2016	Sixty Seven Dollars and Fifty Cents	(\$67.50)
2017	Seventy Dollars	(\$70.00)
2018	Seventy Two Dollars and Fifty Cents	(\$72.50)
2019	Seventy Five Dollars	(\$75.00)

Nisqually shall notify the City of any subsequent calendar year's booking fee and daily rate change by July 1 of the preceding year.

Without prejudice to any other contract rights available to it, if the City does not pay the invoice with Sixty (60) days of receipt of invoice, Nisqually acting through its Police Chief, will not accept prisoners until the delinquent amount is paid in full.

6. **MEDICAL CARE.** The City shall be solely responsible for the medical care and medical expenses of prisoners housed pursuant to this agreement, provided that if the prisoner has his or her own medical coverage, Nisqually will coordinate with the inmate/insurer so that such insurance may be utilized. In the event that a prisoner requests non-urgent medical care, Nisqually shall contact the City for approval. The City shall provide Nisqually with the names and telephone numbers of designated contact people who shall be available on a twenty-four hour basis. Failure of the City to approve medical care shall relieve Nisqually of liability for any injury resulting therefrom. In the event that Nisqually deems a prisoner to be in need of urgent or emergency care, Nisqually shall make the best efforts to contact the City, but may take any action it deems necessary to provide the prisoner with the needed care without obtaining prior approval.

To the extent permitted by state law, the City shall protect, defend, hold harmless and indemnify Nisqually from and against all claims, suits and actions relating to the medical care of prisoners housed under this agreement which result from the failure of the City to approve such care or for any reason other than injuries and harm resulting from the negligent or intentional acts or omissions of Nisqually or its officers.

7. **TRANSPORTATION.** The City shall be solely responsible for furnishing transportation for prisoners housed pursuant to this agreement. The City may request that Nisqually provide necessary transportation and Nisqually shall make best efforts to provide such transportation, subject to staff availability. The City shall reimburse Nisqually for costs incurred for transportation. Such costs shall include mileage at the rate of \$0.56 per mile, labor and overhead. Nisqually shall not transport any prisoner without the express agreement of the City unless such transportation is required by a court order or because of a medical emergency.


8. **CUSTODY TRANSFER.** Officers of the City placing a prisoner in custody of Nisqually will be required to remain in the immediate presence of the prisoner at all times until relieved of custody by Nisqually Corrections Staff. Booking out and/or release of the City's prisoners shall be the responsibility of City Officers.
9. **CITY ACCESS TO PRISONERS.** All City police officers and investigators, and defense attorneys and investigators shall have the right to interview the prisoner inside the confines of the Nisqually Jail subject only to necessary security rules. Interview rooms will be made available to City police officers and defenders in equal priority with those of any other department, including the Nisqually law enforcement personnel.
10. **RELEASE OF PRISONERS FROM NISQUALLY.** No City Prisoner confined in the Nisqually Jail shall be removed therefrom except:
- a. When requested by the City Police Department in writing;
 - b. For appearance in the court in which a City prisoner is charged;
 - c. In compliance with a writ of habeas corpus;
 - d. For interviews by the City Police Department or defender;
 - e. If the prisoner has served his sentence or the charge pending against said prisoner has been dismissed or bail or other recognizance has been posted as required by the courts.
11. **INDEMNIFICATION.** The City shall protect, defend, hold harmless and indemnify Nisqually, its officers, agents and employees, from and against all claims, suits and actions arising from intentional or negligent acts or omissions of Nisqually in performance of this Agreement.
- Nisqually shall protect, defend, hold harmless and indemnify the City, its officers, agents and employees from and against all claims, suits and actions arising from intentional or negligent acts or omissions of Nisqually in performance of this Agreement.
12. **INSURANCE.** Each party shall obtain and maintain occurrence based insurance that provides liability coverage in the minimum liability limits of three Million Dollars (\$3,000,000.00) per occurrence and three Million Dollars (\$3,000,000.00) in the aggregate for its conduct in creating liability exposure related to the confinement of inmates, including general liability, errors and omissions, auto liability and police professional liability. The insurance policy(ies) shall provide coverage for any liability occurrence during the policy period, regardless of when any claim or law suit is filed. Further, Nisqually will name the City, its officers and employees as *Additional Insureds*.

12.1 **CERTIFICATE OF INSURANCE.** Each party to this Agreement agrees to provide the other with evidence of insurance coverage in the form of a certificate from a solvent insurance provider confirming coverage from a solvent insurance pool which is sufficient to address the insurance obligations set forth above. A copy of the certificate shall be provided annually and for the duration of this Agreement.

13. **Venue.** The Nisqually Indian Tribe does hereby expressly consent to venue in the Nisqually Tribal Court, to hear, resolve and enter final judgment on any legal dispute by and between the parties to this Agreement and/or their affected officers, officials, and employees, concerning the interpretation of this Agreement, enforcement of any of its provisions, and any complaints or counterclaims for any alleged or actual breach of any provision of this agreement and/or for the enforcement of any such final judgment regarding such matters.


IN WITNESS WHEREOF, the parties have executed this Agreement on this date, the 26th day of January, 2016.

CITY OF BONNEY LAKE:




Neil Johnson, Jr., Mayor

NISQUALLY TRIBE:



John Simmons, Chief Executive Officer

AUTHENTICATED:



Harwood T. Edvalson, City Clerk, MMC

City of Bonney Lake, Washington
Council Agenda Bill (CAB)

Department/Staff Contact: PD / Chief Dana Powers	Meeting/Workshop Date: 19 January 2016	Agenda Bill Number: AB 16-12
Agenda Item Type: Resolution	Ordinance/Resolution Number: 2513	Councilmember Sponsor: Tom Watson

Agenda Subject: Jail contact with the Nisqually Tribal for Jail Services

Full Title/Motion: A Resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, Sign To Sign A Jail Contract With The Nisqually Tribal.

Administrative Recommendation: Approve

Background Summary: Nisqually Tribal and the Bonney Lake Police Department would like to continue our contractual agreement for the use of the Nisqually Tribal jail to house the City of Bonney Lake inmates. The agreement outlines fee increases through 2019.
Attachments: Interlocal agreement with Nisqually Tribal

BUDGET INFORMATION			
Budget Amount	Required Expenditure	Budget Impact	Budget Balance
0	0	0	0
Budget Explanation: No Anticipated Budget Impact.			

COMMITTEE, BOARD & COMMISSION REVIEW			
Council Committee Review:	Public Safety	Approvals:	<input type="checkbox"/> Watson, Chair
	Date:		<input type="checkbox"/> Rackley, Councilmember
			<input type="checkbox"/> , Councilmember
	Forward to: Council Meeting	Consent Agenda:	<input type="checkbox"/> Yes <input type="checkbox"/> No
Commission/Board Review:			
Hearing Examiner Review:			

COUNCIL ACTION			
Workshop Date(s):	19 January 2016	Public Hearing Date(s):	
Meeting Date(s):	26 January 2016	Tabled to Date:	

APPROVALS			
Director: <i>DP</i>	Mayor:	Date Reviewed by City Attorney	N/A (if applicable):