



**CITY OF SHELTON
COMMISSION BRIEFING REQUEST
(Please Use Bolded Information Inserts)**

Touch Date: May 27, 2014
Brief Date: June 2, 2014
Action Date: **June 9, 2014**

Department: Judicial Detention and Correction
Presented By: **Shelby Conklin**

APPROVED FOR COMMISSION PACKET:

ROUTE TO:

REVIEWED:

PROGRAM/PROJECT TITLE:

Nisqually Jail Service Agreement

Action Requested:

- Dept. Head _____
- Finance Director _____
- Attorney _____
- City Clerk _____
- City Administrator _____

ATTACHMENTS:

Nisqually Jail Service Agreement

- Ordinance
- Resolution
- Motion
- Other

DESCRIPTION OF THE PROGRAM/PROJECT AND BACKGROUND INFORMATION:

The City of Shelton currently has Interlocal Agreements with Mason County and with the City of Forks for Jail Services. Recently, the Mason County Jail has had to reduce the number of inmates they hold in the jail due to a reduction in their staffing levels. At the same time, Forks Jail has temporarily had to reduce the number of inmates they are able to hold due to needed renovations to one of their inmate units. We have therefore been looking for additional bed space in other facilities to address both the reductions in population in the Mason County Jail and the Forks Jail.

ANALYSIS/OPTIONS/ALTERNATIVES:

The City is currently paying Mason County \$81.06 per day to house an inmate in the Mason County Jail. Mason County Jail does not charge a booking fee if the inmate is housed overnight. The interlocal Agreement with Forks is at the rate of \$45 per day with no booking fee. The Agreement with Nisqually is \$65 per day for 2014, plus an additional \$20 booking fee for each inmate booked with an annual escalation clause for the next 5 years up to \$75 per day. Due to the fairly close proximity, the Court intends to order the defendants to report directly to the Nisqually Jail thereby eliminating the need for transportation.

BUDGET/FISCAL INFORMATION:

Facility	\$/Day	# Days	Sub Total	Booking Fee	Total	Difference with MCJ
MCJ	81.06	30	2,431.80	39.07	2,431.80	
Nisqually	65.00	30	1,950.00	20.00	1,970.00	461.80
Forks	45.00	30	1,350.00	0.00	1,350.00	1,081.80

Clearly the most cost effective option is housing inmates in the Forks facility. Unfortunately, our ability to do so is temporarily diminished. They have indicated they expect to have their facility available again in August, until then, they are unable to house any additional inmates. Mason County Jail is our least cost effective option and will be at capacity more often than not. Nisqually then, is our best option to all of the current issues.

PUBLIC INFORMATION REQUIREMENTS:

N/A

STAFF RECOMMENDATION:

Given our limited options and need for incarceration, I recommend that the Mayor be authorized to sign the Agreement with Nisqually for services by placing on the consent agenda for June 9, 2014.

NISQUALLY JAIL SERVICE AGREEMENT

THIS AGREEMENT is made and entered into on this ____ day of _____, 2014, by and between the Nisqually Indian Reservation, a Federally Recognized Indian Tribe, hereinafter referred to as "Nisqually" and the City of Shelton, hereinafter referred to as "Shelton." This agreement is for the housing of inmates of Shelton 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 Shelton; 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, beginning January 1, 2014. The 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:

Shelton: Shelby Conklin
 Court Administrator
 Shelton Municipal Court
 525 West Cota Street
 Shelton, WA 98584

Nisqually: Eletta Tiam, 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. **RATE/PAYMENT.** Shelton shall pay to Nisqually the amount of \$20.00 for a booking fee for each and every prisoner booked in to the jail and \$65.00 per day per prisoner. 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. Shelton shall be charged the booking fee only for anything less than two (2) hours of custody time. Nisqually will submit a monthly invoice to Shelton for its prisoners housed pursuant to this agreement, as well as any incidental costs such as transportation. Shelton 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 January 1, 2015. The maximum per day per prisoner rate shall be \$75.00. The daily rate per prisoner will therefore be as follows:

2014	Sixty Five Dollars	(\$65.00)
2015	Sixty Seven Dollars & Fifty Cents	(\$67.50)
2016	Seventy Dollars	(\$70.00)
2017	Seventy Two Dollars and Fifty Cents	(\$72.50)
2018	Seventy Five Dollars	(\$75.00)

Without prejudice to any other contract rights available to it, if Shelton 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.

- MEDICAL CARE.** Payment for emergency or necessary health care for Shelton inmates shall be by the City of Shelton, except that the health care authority shall directly reimburse the provider pursuant to chapter 74.09 RCW, in accordance with the rates and benefits established by the authority, if the confined person is eligible under the authority's medical care programs as authorized under chapter 74.09 RCW. If the prisoner has his or her own medical coverage, Nisqually will coordinate with Shelton so that such insurance may be utilized. In the event that a prisoner requests non-urgent medical care, Nisqually shall contact Shelton for approval. Shelton 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 Shelton to approve medical care shall relieve Nisqually of liability to Shelton 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 Shelton, 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, Shelton 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 Shelton 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.

- TRANSPORTATION.** Shelton shall be solely responsible for furnishing transportation for prisoners housed pursuant to this agreement. Shelton may request that Nisqually provide necessary transportation and Nisqually shall make best efforts to provide such transportation, subject to staff availability. Shelton shall reimburse Nisqually for costs incurred for transportation. Such costs shall include mileage at the rate of \$1.00 per mile, labor and overhead (.5 x labor). Nisqually shall not transport any prisoner without the express agreement of Shelton unless such transportation is required by a court order or because of a medical emergency.

8. **CUSTODY TRANSFER.** Officers of Shelton 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 Shelton's prisoners shall be the responsibility of Shelton Officers.
9. **CITY ACCESS TO PRISONERS.** All Shelton police officers and investigators directed by the Shelton City Prosecutor, as well as Defense Counsel, 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 Shelton police officers in equal priority with those of any other department, including the Nisqually law enforcement personnel.
10. **RELEASE OF SHELTON PRISONERS FROM NISQUALLY.** No Shelton Prisoner confined in the Nisqually Jail shall be removed therefrom except:
- a. When requested by Shelton Police Department in writing;
 - b. By Order of the Shelton Municipal Court in those matters in which they have jurisdiction, or upon Order of the Mason County District Court or the Mason County Superior Court in those matters in which said courts have jurisdiction;
 - c. For appearance in the court in which a Shelton prisoner is charged;
 - d. In compliance with a writ of habeas corpus;
 - e. For interviews by the Shelton City Prosecutor or member of the Shelton Police Department;
 - f. 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.** Shelton shall protect, defend, save 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 Shelton in performance of this agreement.
- Nisqually shall protect, defend, save harmless and indemnify the City of Shelton, 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, the Association of Washington Cities Risk Management Services Agency, shall provide a Certificate of Coverage to the Nisqually Indian Tribe, as evidence of the City of Shelton's insurance coverage.

13. Venue and Choice of Law.

The Nisqually Indian Tribe is a Sovereign Nation with all immunities attendant thereto **WITH THE FOLLOWING EXCEPTION THAT THE PARTIES TO THIS AGREEMENT HAVE SPECIFICALLY NEGOTIATED:**

The Nisqually Indian Tribe does hereby expressly consent to venue in the courts of the State of Washington for any legal dispute by and between the parties to this agreement and further agrees that any such dispute shall be interpreted pursuant to the laws of the state of Washington.

IN WITNESS WHEREOF, the parties have executed this Agreement on this date, the _____ day of _____, 2014.

CITY OF SHELTON:

NISQUALLY TRIBE:

Eletta Tiam, Chief Executive Officer

Attest:

Approved as to legal form only:

Shelton City Attorney

Nisqually Tribal Attorney