



**PUBLIC HEALTH & SAFETY COMMITTEE  
MEETING AGENDA**

**Online via Zoom**

**Tuesday, May 10, 2022  
8:00 AM**

1. Call to Order
2. Roll Call
- [3.](#) Approval of Minutes: April 12, 2022
- [4.](#) Veteran Post-Traumatic Stress Disorder Briefing (John Doan and Kim Nedrow, LMT, BCTMB, CST-D Founder & President of Association for Integrated Healing)
- [5.](#) District Court Update (John Doan & Frankie Peters, Court Executive Officer, Thurston County District Court)
- [6.](#) Narcan Distribution Update (Shawn Crimmins)
- [7.](#) First Amendment to Nisqually Jail Service Agreement (Jon Weiks)
8. Additional Items
9. Adjourn

**Remote Meeting Information**

To comply with Governor Inslee's Proclamation 20-28, the City of Tumwater meetings will be conducted remotely, not in-person, using a web-based platform. The public will have telephone and online access to all meetings.

**Watch Online**

<https://us02web.zoom.us/j/82722276044?pwd=SzI4R0x2WUhVRG0vSjhZWHPvOS82Zz09>

**Listen by Telephone**

Call (253) 215-8782, listen for the prompts and enter the Webinar ID 827 2227 6044 and Passcode 524635.

**Post Meeting**

Audio of the meeting will be recorded and later available by request, please email [CityClerk@ci.tumwater.wa.us](mailto:CityClerk@ci.tumwater.wa.us)

**Accommodations**

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**TUMWATER PUBLIC HEALTH AND SAFETY COMMITTEE  
MINUTES OF VIRTUAL MEETING  
April 12, 2022 Page 1**

**CONVENE:** 8:00 a.m.

**PRESENT:** Chair Leatta Dahlhoff and Councilmembers Peter Agabi and Angela Jefferson.

Staff: City Administrator John Doan, Police Chief Jon Weiks, Fire Chief Brian Hurley, Police Commander Jay Mason, Assistant Fire Chief Shawn Crimmins, Detective Lieutenant Jennifer Kolb, Training Lieutenant Ken Driver, and Police Administrative Services Manager Laura Wohl.

**CHANGES TO AGENDA:** There were no changes to the agenda.

**APPROVAL OF  
MINUTES:  
PUBLIC HEALTH  
& SAFETY  
COMMITTEE,  
MARCH 8, 2022:**

**MOTION:** Councilmember Jefferson moved, seconded by Chair Dahlhoff, to approve the minutes of March 8, 2022 as published. Motion carried unanimously.

**POLICE DATA 2021:** Police Chief Weiks reported the briefing is an ongoing review of policing reform actions enacted last year. The committee requested a review of police data each year. He invited questions during the presentation.

Police Chief Weiks displayed a pie chart of the department's 2021 budget. The budget was approximately \$8 million. Approximately 96% of the budget is comprised of salary and benefits for police personnel, fleet, IT, and jail costs. The 2021 budget reflect 4% for jail expenses because of COVID-19 and the closure of courts during the year.

Police Chief Weiks displayed the 2022 Tumwater Police Department organizational chart. The department includes 33 commissioned personnel, 2 limited commissioned staff (Service Transport Officers/Code Enforcement), and six non-commissioned personnel. In 2021, the department hired one employee with three employees leaving the department (2 resignations, 1 retirement). The department worked with the City's Human Resources Department on four separate hiring processes in 2021.

Chair Dahlhoff commented on the expansion of the City with proposed annexations of county islands and the possibility of employing police body cameras versus dash cameras and accompanying legal requirements for tracking data. She asked how those factors affect the department in terms

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of staffing and capabilities. Police Chief Weiks responded that the department hired a management analyst and one of the first tasks is assisting the department complete a study on staffing factored both on growth and annexations. In addition to staffing, the department will require more space, which will be included in the study.

Police Chief Weiks reported in 2021, the department operated with two positions vacant throughout the year with 31 commissioned officers with one officer assigned to light duty. Two Sergeants spent significant time on FMLA leave as well as three officers attending the basic law enforcement academy and subsequent participation in the department's field training program. At times last year, the department was operating at a capacity of 25 commissioned officers. Currently, the department's operating capacity is 28 commissioned officers with two vacancies. One officer is nearing completion of the law enforcement academy and two officers are assigned to long-term light duty.

Police Chief Weiks reviewed the operational level of the department's patrol division. The top working areas include calls for service, arrests, and incidents. Calls for service in 2021 totaled 17,455. Each year, traffic related issues are the number one call for service followed by area checks. In 2020, calls for service totaled 17,238. Many question the impact of COVID and police reform on calls for service. The number of calls for service lowered somewhat but the department has reinforced to the community the importance of calling for service when needed. In 2019, the department received 18,906 calls for service. The reduction in calls for service during the pandemic was not significant.

Chair Dahlhoff asked about the possibility providing more details on calls for service for suicides, overdoses of fentanyl, and mental health issues. Police Chief Weiks said the request requires some extensive work to document, as some of the issues surrounding mental health calls are not coded mental health but are the result of other types of calls creating difficulty in tracking incidents. However, it is a topic to address in the near term.

Police Chief Weiks reported on the number of arrests during 2020 and 2021. In 2019, arrests totaled 1,088 with the amount dropping by half in 2020 and 2021 because of the closure of courts and the impact on jails. Many arrests did not occur because of the lack of jail space. In many cases, arrests were referred to the courts.

Other types of incidents included theft with 2,142 reports completed in 2021 and 2,751 reports completed in 2019.

The department's core value of engaging the community include self-initiated activity. Last year, the department's self-initiated activities totaled

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4,948. Self-initiated activities include park checks, area checks, driving through neighborhoods and businesses, conducting follow-up on cases under investigation, stops during patrols when alerted by community members, and conducting traffic details. Business checks are important and the department encourages staff to engage with the business community. In 2021, business engagement activities totaled 1,631. Field interviews have decreased because of police reform and COVID. Field interviews include social contacts with community members or when investigating suspicious or criminal activity. In 2019, field interviews totaled 1,800. In two years, the number has been cut in half and is reflective of the reduction of arrests with much crime detected by proactive efforts of police officers.

Traffic stops have remained consistent through the last several years. With new police reform legislation, response to calls has changed with at least two officers on scene. Response by backup officers has increased.

The cornerstone of all successful police agencies is the training program. The department's training is comprised of four core components of the police academy, 14-week field training, department training, and external training. Training hours in 2021 totaled 6,639 hours. Within the patrol division, all officers received a maximum of 59 hours of training totaling 3,176 hours of department internal training. Components of that training included 11 hours on firearms, 11.5 hours on defensive tactics, 1 hour on emergency vehicle operations, 19.5 hours on patrol tactics, and 16 hours on other various topics, such as legislative updates, prosecutor and domestic violence updates, less lethal platforms, first aid and CPR, bias-based policing, and use of force.

External training focuses on certifications, development of officers, instructor development, career development, and succession planning. During 2021, the department offered 3,463 hours of external training on 54 different courses.

The department's investigations division managed 220 cases in addition to other assignments in 2021. The division conducted 21 background checks, handled 61 public records requests specific to investigations, handled 300 prosecuting attorney office requests, conducted seven employment verification backgrounds, received 85 adult protective service referrals and investigated 41 of those referrals, received 32 child protective service referrals and investigated 29 of those referrals, provided 8 community presentations, and participated in 12 community events.

Chair Dahlhoff recommended providing information at a future meeting on the process of how the department receives adult and child protective service (APS & CPS) requests and the investigative process.

In response to the request, Detective Lieutenant Kolb reported referrals are

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received via fax and email. All referrals are reviewed, as well as identifying potential repeats and incidents handled by the patrol division. She determines which APS and CPS cases are referred to Detectives for investigation. Many referrals are information only for the department, such as assaults between two clients residing at the Hampton Alzheimer's Special Care Center. Those particular incidents are not considered a police issue. CPS referrals not assigned are typically because they occurred in another jurisdiction or had been previously investigated.

Police Commander Mason added that some referrals are duplicates or are not criminal in nature. Duplicate referrals often occur when a mandatory reporter reports an incident to multiple agencies. Lieutenant Kolb coordinates those referrals to ensure the case is reviewed or appropriate resources are provided.

Councilmember Jefferson inquired as to whether thefts in cargo have increased. Lieutenant Kolb said thefts of cargo trailers were occurring mostly in the Mottman Industrial Park involving U-Hauls trailers. That trend was nationwide because of how the company operates its program by enabling customers to drop off keys. Many of the cargo theft trailers were U-Hauls, as well as some thefts of personal cargo trailers. The department was able to identify the perpetrators and referred charges to the Prosecutor's Office. Since then, incidents have decreased.

Councilmember Jefferson said information on trends would be useful, such as controlled substance incidents, homicide, sexual offense, and abuse referrals. Police Chief Weiks advised that the committee is scheduled to receive additional in-depth information and trends at a future meeting.

Police Chief Weiks reviewed the status of the School Resource Officer (SRO) program. During 2021, the program experienced some fluctuations in the schools because of the pandemic with schools switching between remote and hybrid teaching environments. When schools returned to in-person instruction, assigned SROs served a vital function by working closely with school administration to help navigate the schools and students through the transition to in-person learning environments. In 2021, the model of the program changed. Previously, one SRO was assigned to both high schools and one SRO assigned to both middle schools with assistance to elementary schools when needed. In 2021, the program reverted to splitting the district at the request of the Tumwater School District with one SRO assigned to the Black Hills High School area and one SRO assigned to Tumwater High School area.

COVID has also affected traffic around schools. Between bus driver shortages and parents not wanting their children using public transportation, problems have occurred at schools in the district. SROs have been important in the coordination between school administrators and the school

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district to assist in mitigating traffic impacts.

Chair Dahlhoff referred to her participation in TOGETHER and YWCA meetings and questions about SROs checking on youth truancy. She asked for a committee discussion on the possibility of the department placing the SRO program under the umbrella of community outreach as the pandemic has changed the way SROs are working with schools. Police Chief Weiks suggested forwarding the information to him so he can address the issues.

Police Chief Weiks reviewed the status of the K9 Program. Both the pandemic and police reform have reduced the number of K9 activities. In 2021, the K9 unit was deployed 22 times or approximately half of the previous two years. K9 James serves as an ambassador for the department. Tumwater's K9 unit is one of the best K9 teams in the county and the state. Unfortunately, K9 James was injured recently as well as nearing the end of his service life. The department has initiated a process for replacement of K9 James along with a new handler in 2022. The process requires approximately one year for selection of the new handler, a new dog, and training. The department anticipates K9 James returning to department to complete this year until early 2023. K9 James suffered a significant leg injury and is unable to return to service at that time.

Police Chief Weiks reviewed the status of the department's evidence program. In 2021, 1,584 items were logged as evidence. Over the last two years of the pandemic with the closure of courts, the department's Evidence Technician had an opportunity to work on disposal of items. Over the last two years, the department was able to dispose of more items than it received. The evidence room currently houses over 10,000 items with space limitations for guns, refrigerated items, and audio-visual equipment. With the opening of courts and an increase in cases, the department has experienced an increase in the surrender of weapons. The department has been able to accommodate the increase with other space options, such as rental of storage space or using space in the City's maintenance facilities when the new Operations and Maintenance Facility opens.

During 2021, the department referred 702 cases to the Prosecutor's Office, processed 1,089 public disclosure requests representing a 25% increase, and processed 1,306 firearms transfers and concealed carry permits. The number of public disclosure requests would have been much higher if the department lacked the ability to access insurance reports from insurance companies online.

Code Enforcement activities in 2021 included 54 new cases, closure of 61 cases, with 11 pending cases remaining. One of the largest cases involved a \$2 million fine to the owner of the brewery property, which resulted in the owner agreeing to renew the voluntary correction agreement with the City.

Police Chief Weiks reviewed the number of use of force incidents for years

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2017 through 2021:

- 2021 – 43
- 2020 – 57
- 2019 – 73
- 2018 – 77
- 2017 – 67

A more detailed review on use of force is scheduled at the June meeting.

Police Chief Weeks reviewed community complaints and outcomes following investigation during 2021:

- Too abrupt during a traffic stop - conduct exonerated
- Would not listen during a trespassing call for service - conduct exonerated
- Abuse of position involving a child custody issue - conduct exonerated
- Derogatory language during a reckless driving call – conduct sustained with officer assessed 1 day off without pay

Internal complaints during 2021 included:

- Inappropriate relationship – conduct exonerated
- Inappropriate on-duty contact with a citizen – conduct not sustained
- Not wearing seatbelt - safety sustained with letter of reprimand issued

Councilmember Agabi requested additional information on the specific type and hours for use of force and de-escalation training. Police Chief Weeks advised that the use of force review in June would also include additional information on those training topics.

**POLICE REFORM  
LEGISLATIVE  
UPDATE:**

Police Chief Weeks reported House Bill 1719 addressed one of the major concerns by local police agencies with respect to 2021 police reform involving the unintended consequences of affording fewer options for less lethal actions by the police. Legislators in 2022 corrected the legislation with House Bill 1719 rewriting some of the definitions with reinstatement of some tools. On March 4, 2022, the department conducted refresher training of supervisors and officers. All platforms are back in service at this time with all tools available to officers.

House Bill 1735 on use of force was signed on March 4, 2022 creating a clear definition of de-escalation tactics and reinstituting the ability for use of force when required or necessary for community care-taking functions, such as assistance to fire and medical emergency services or assistance

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during child protective custody incidents, mental health evaluations, and other incidents previous legislation prohibited. A key component of House Bill 1735 was the removal of language requiring law enforcement to leave an area if no criminal crimes were committed.

House Bill 2037 is a partner to House Bill 1735 and includes a definition for physical force effective March 17, 2022, as well as the ability for officers to conduct Terry stops (authorized stopping and detaining of someone based on suspicions that the person has been involved in illegal activity). Prior police reform legislation changed the action to a probable cause standard making it difficult to execute a stop and detainment.

House Bill 5919 addressed pursuit and was passed by the Senate; however, after the House added amendments, the bill failed to pass. The House included some amendments and returned to the bill to the Senate, which did not act on the bill because of the amendments. Law enforcement is operating under the 2021 legislation whereby law enforcement can only pursue a suspect for a violent offense. Approval by a supervisor is necessary prior to initiation of a pursuit.

Several laws were introduced on body cameras and none progressed through the legislative process in either chamber.

### **REGIONAL FIRE AUTHORITY UPDATE:**

City Administrator Doan advised that the update will provide the committee with information on the status of efforts by the Regional Fire Authority Planning Committee. The committee plans to initiate some community conversations soon.

Fire Chief Hurley reported a regional fire authority (RFA) is comprised of multiple local governments combined into a single independent government entity created by voters. The RFA has the authority, ability, and responsibility to provide fire and emergency medical services to the respective jurisdictions as well as having the ability to impose taxes and collect fees and charges. The state currently has 13 RFAs with two located in Thurston County: West Thurston Regional Fire Authority serving Littlerock, Rochester, Grand Mound areas, and Southeast Thurston serving Yelm, Rainier, and Bald Hills areas.

The planning committee is meeting twice a month with Tumwater represented by Councilmembers Dahlhoff (Committee Chair), Swarthout, and Althaus. The City of Olympia is represented by three Councilmembers in addition to each Fire Chief and local Union Presidents serving as ex-officio members. The City of Lacey elected not to participate in the RFA process.

The planning committee is developing a plan on RFA governance, staffing, funding, and service provisions. The planning committee established some



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subcommittee to focus on specific tasks. Both City Councils must approve the RFA Plan and the placement on the ballot for consideration by voters.

By October, a complete plan is scheduled defining governance, financing, services, and service levels. Through the end of the year and into February 2023, the councils will have the opportunity to review the plan, deliberate, and receive feedback. Both Councils must approve the plan and place the measure on the ballot by late February 2023 for election on the April 2023 ballot.

If approved by voters, the RFA would become effective August 1, 2023. The April ballot measure is necessary because creation of the RFA must occur prior to October 1, 2023 to enable the RFA to impose and collect taxes beginning on January 1, 2024.

Next steps include a Council briefing on April 19, 2022. Information on the RFA planning process is available on the City's website, as well as supporting documents, meeting minutes, and meeting agendas. The City of Olympia's website includes a link to Tumwater's website. Planning is in progress for public workshops throughout the process to receive input from the public and share information on the proposed RFA.

City Administrator Doan added that the state of current fire and emergency medical response in the county and by each jurisdiction is available on the website in the form of a study. The study was presented in November prior to the pandemic. The pandemic derailed early RFA efforts.

Chair Dahlhoff encouraged members to ask questions during the Council's worksession because of the time restraint to assist the committee in defining how the plan is presented to the community.

In response to questions, Chair Dahlhoff explained that if voters approve the measure, the Tumwater Fire Department and the Olympia Fire Department would be removed under the umbrella of each city and become a separate entity.

City Administrator Doan added that similar to other regional entities, such as Animal Services and LOTT Clean Water Alliance, relationships between those entities and local governments are through interlocal agreements for shared uses of different resources and processes. Ultimately, the RFA would be accountable to both communities. Part of the challenge of the committee is identifying the governance structure of the RFA.

**ADJOURNMENT: With there being no further business, Chair Dahlhoff adjourned the meeting at 9:01 a.m.**

TO: Public Health & Safety Committee  
FROM: John Doan, City Administrator  
DATE: May 10, 2022  
SUBJECT: Veteran Post-Traumatic Stress Disorder Briefing

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1) Recommended Action:

No action required. This is a briefing only.

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2) Background:

Kim Nedrow, President at the Balanced Being Inc. and Founder at the Association for Integrated Healing, both serve our military, veterans, first responders and their families dealing with trauma. We often ask what is trauma? What is trauma to you? Kim will talk about Post Traumatic Stress and Post Traumatic Stress Disorder (PTSD), and how people are being supported in their healing at the Balanced Being and what the Association for Integrated Healing (a charitable 501c3 nonprofit organization) is doing to support them as well. The City is a municipal service provider with police, fire, parks, court, land use planning, building safety, recreation, and human services responsibilities. How PTSD impacts veterans and what we can do to help across that spectrum of services is essential.

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3) Policy Support:

VISION | MISSION | BELIEFS

- Opportunity | We seize opportunities to improve our community's social, environmental, and economic well-being. We endeavor to realize positive opportunities in adverse situations and periods of change.

Strategic Priorities and Goals 2021 – 2026

- Provide and Sustain Quality Public Safety Services
    - Empower employees and service providers with knowledge and resources to connect people to social and behavioral health services
  - Build a Community Recognized for Quality, Compassion and Humanity
    - Work with partner organizations and jurisdictions to implement our goals to build a more inclusive community
- 

4) Alternatives:

This is a briefing only.

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5) Fiscal Notes:

There is no cost associated with this briefing.

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6) Attachments:

No attachments.

TO: Public Health & Safety Committee  
FROM: John Doan, City Administrator  
DATE: May 10, 2022  
SUBJECT: District Court Update

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1) Recommended Action:

No action required. This is an update only.

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2) Background:

Thurston County District Court Executive Officer Frankie Peters will provide an overview of court services available to our community members, to include Criminal and Infraction, Civil related cases for Civil Protection Orders, Probation Supervision, and Mental Health and Veterans Court. Updates to ensure access to justice for Criminal/Infraction and Civil matters will be provided. Details on the growth and expansion of Probation, Mental Health and Veterans Court services will be shared to include program updates that further the success of participants as well as expanding services to better meet the needs of those that have mental health or substance abuse related issues. Tumwater has contracted with District Court since 2013, to provide adjudication and administration of cases that were otherwise heard in the City's Municipal Court.

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3) Policy Support:

VISION | MISSION | BELIEFS

- Opportunity | We seize opportunities to improve our community's social, environmental, and economic well-being. We endeavor to realize positive opportunities in adverse situations and periods of change.

Strategic Priorities and Goals 2021 – 2026

- Build a Community Recognized for Quality, Compassion and Humanity
    - Expand partnerships and collaborations with the School District and targeted providers to improve and strengthen social service networks.
- 

4) Alternatives:

This is an update only.

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5) Fiscal Notes:

There is no cost associated with this update. The biennial budget for court services is \$316,000 and payment is based on a per case charge.

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6) Attachments:

No attachments.

TO: Public Health & Safety Committee  
FROM: Shawn Crimmins, Assistant Chief  
DATE: May 10, 2021  
SUBJECT: Narcan Distribution Update

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1) Recommended Action:

Informational – No action required

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2) Background:

Police Chief Weiks and Assistant Fire Chief Crimmins will update the Committee on issues related to the distribution of Narcan by police or fire personnel.

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3) Policy Support:

Strategic Priorities and Goals 2021 – 2026

- Build a Community Recognized for Quality, Compassion and Humanity
- 

4) Alternatives:

☐ Discussion only

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5) Fiscal Notes:

N/A

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6) Attachments:

None

TO: Public Health & Safety Committee  
FROM: Jon Weiks, Chief of Police  
DATE: May 10, 2022  
SUBJECT: First Amendment to Nisqually Jail Service Agreement

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1) Recommended Action:

Authorization to move the First Amendment to Nisqually Jail Service Agreement forward to the City Council for approval.

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2) Background:

The 2017-2022 Nisqually Jail Service Agreement expired on January 1<sup>st</sup>. The First Amendment to Nisqually Jail Service Agreement was drafted to provide both entities time to enter into a new contract by the end of 2022.

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3) Policy Support:

2021-2022 Strategic Priority: *"Provide and Sustain Quality Public Safety Services"*

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4) Alternatives:

We have no other alternative. The Nisqually Jail is the only facility currently allowing suspects to be booked for misdemeanor offenses.

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5) Fiscal Notes:

The daily contract rate for 2021 was \$71.03 and the 2022 rate is adjusted to \$100.00. The rate increase is due to expanded mental health, medical and other services provided at the facility. The increased cost will be covered by the savings from low jail bookings in the past 16 months. We will be receiving improved services for the people booked into the jail. The costs will be a substantial increase that will have to be evaluated in the 2023/24 Budget if we continue to use the Nisqually Jail. Because of COVID, the Lewis County jail has been unavailable for use.

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6) Attachments:

- A. 2017-2022 Nisqually Jail Service Agreement
- B. 2022 First Amendment to Nisqually Jail Service Agreement

**Nisqually Indian Tribe  
Tribal Council Resolution No. 6 -2017**

**A RESOLUTION APPROVING LIMITED WAIVER OF THE NISQUALLY INDIAN  
TRIBE'S SOVEREIGN IMMUNITY FOR THE NISQUALLY JAIL SERVICES CONTRACT  
WITH THE CITY OF TUMWATER**

WHEREAS, the Nisqually Indian Tribe is the successor descendent entity of the Nisqually Nation signatory to the Treaty of Medicine Creek of 1854 (10 Stat. 1132), and unto this day has retained and maintained its Tribal identity, its governing body, and its sovereign powers;

WHEREAS, the Nisqually Indian Tribe is a federally recognized American Indian Tribe organized under its governing Constitution and Bylaws approved by the U.S. Secretary of the Interior on September 9, 1946 and amended on October 28, 1994, pursuant to Section 16 of the Indian Reorganization Act, 25 U.S.C. 476;

WHEREAS, the Nisqually Tribal Council is the duly constituted governing body of the Nisqually Tribe, and the Tribal Council is the duly elected representative body of the General Council by the authority of the Tribe's Constitution and Bylaws, as amended; and

WHEREAS, the City of Tumwater and the Nisqually Jail wish to enter into a Jail Services Agreement for use of the Tribe's Detention and Corrections Facility;

WHEREAS, the Jail Services Agreement with the City of Tumwater contains a limited waiver of the Nisqually Tribe's sovereign immunity regarding any disputes that arise from that contract;

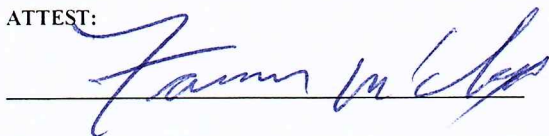
NOW, THEREFORE, BE IT RESOLVED that the Nisqually Tribal Council does acknowledge and approve the limited waiver of its sovereign immunity solely for litigation of matters arising from, and between the parties to, the Jail Services Agreement between the City of Tumwater and the Nisqually Indian Tribe;

BE IT FINALLY RESOLVED that the Nisqually Tribal Council does hereby authorize the Tribal Council Chief Executive Officer to enter into the Jail Services Agreement with the City of Tumwater.

**Certification**

I certify that the above Resolution was adopted at a regular meeting of the Nisqually Tribal Council held on the 5th day of January 2017 at the Nisqually Administration Building, at which time a quorum was present and voting 6 FOR 0 AGAINST 0 ABSTENTIONS.

ATTEST:



Farron McCloud, Chairman  
Nisqually Indian Tribe



Sheila McCloud, Secretary  
Nisqually Indian Tribe



## NISQUALLY JAIL SERVICE AGREEMENT

**THIS AGREEMENT** is made and entered into on this 1st day of January, 2017, by and between the Nisqually Indian Tribe, a Federally Recognized Indian Tribe, hereinafter referred to as "Nisqually" and the City of Tumwater, a Washington municipal corporation, hereinafter referred to as "Tumwater." This agreement is for the housing of inmates of Tumwater 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 Tumwater; 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. If not accepted, Nisqually will provide written notice indicating why booking was declined.
  
2. **CARE.** "Care" shall mean room and board and basic medical care. Basic medical care shall include in-house routine medical services that can be treated by Nisqually Jail staff according to their current level of training with the supplies available at the Jail. 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. 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:

Tumwater:	City Administrator City of Tumwater 555 Israel Road S.W. Tumwater, WA 98501
Nisqually:	Chief Executive Officer Nisqually Indian Tribe 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. **GUARANTEED MINIMUM BED SPACE.** Nisqually guarantees that five (5) beds per day shall be dedicated to Tumwater for its prisoners.

6. **PAYMENT.** Tumwater shall pay to Nisqually the amount of Twenty Dollars (\$20.00) for a booking fee and Sixty dollars (\$60.00) per day per prisoner for care. The “booking fee” will include taking fingerprints and photographs of the prisoner, initial screening, inventorying and safekeeping prisoner’s personal property and associated processing fees. 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. Tumwater shall be charged the booking fee only for anything less than two (2) hours of custody time. A “day” cost for purposes of this agreement will include all costs associated with the maintenance, care, custody of the inmate including but not limited to meals, housing, clothing, insurance, health, administration, and other related costs. A “day” cost does not include inmate medical care costs which are addressed in Section 7 below. Tumwater shall pay the sixty dollar (\$60.00) daily prisoner rate for each of the five beds whether used by Tumwater or not. Nisqually will submit a monthly invoice to Tumwater within sixty (60) days of the end of each monthly billed period for the guaranteed minimum bed spaces as well as additional prisoners housed pursuant to this agreement. Tumwater 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 \$5.00 for the calendar year beginning January 1, 2018. Thereafter, the rate shall increase by 3% for each of the remaining calendar years, as follows:

2017	Sixty Dollars	(\$60.00)
2018	Sixty-Five Dollars	(\$65.00)
2019	Sixty-Six Dollars and Ninety-Five Cents	(\$66.95)
2020	Sixty-Eight Dollars and Ninety-Six Cents	(\$68.96)
2021	Seventy-One Dollars and Three Cents	(\$71.03)

Without prejudice to any other contract rights available to it, if Tumwater does not pay the invoice within 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.

7. **MEDICAL CARE.** Except for basic medical care, Tumwater 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 Tumwater so that such insurance may be utilized. In the event that a prisoner requests non-urgent medical care, Nisqually shall contact Tumwater for approval. Tumwater shall provide Nisqually with the names and telephone numbers of designated contact people who shall be available on a twenty-four hour basis and authorized to approve medical treatment. Failure of Tumwater to approve medical care shall relieve Nisqually of liability to Tumwater for any injury resulting therefrom. Nothing shall preclude Tumwater from retaking the ill or injured prisoner. In the event that Nisqually deems a prisoner to be in need of urgent or emergency care, Nisqually shall make its best effort to contact Tumwater, but may take any action it deems necessary to provide the prisoner with the needed care without obtaining prior approval. If prisoners are transported to a local hospital, the security of the prisoner shall be the responsibility of Nisqually.



To the extent permitted by state law, Tumwater 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 Tumwater 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. Nisqually shall protect, defend, hold harmless and indemnify Tumwater 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 Nisqually to notify Tumwater in writing that a prisoner is in need of medical treatment or for any negligent or intentional acts or omissions of Nisqually or its officers in failing to provide medical care to prisoners after providing notice to Tumwater.

8. **TRANSPORTATION.** Tumwater shall be responsible for furnishing transportation for prisoners housed pursuant to this agreement. Tumwater may request that Nisqually provide necessary transportation and Nisqually shall make best efforts to provide such transportation, subject to staff availability. Tumwater shall reimburse Nisqually for costs incurred for transportation. Such costs shall include mileage at the Federal rate as determined by the IRS standard mileage rate (currently \$.575 per mile), labor (fifty dollars (\$50.00) per hour) and overhead (.5 x labor). Nisqually shall not transport any prisoner without the express agreement of Tumwater unless such transportation is required by a court order or because of a medical emergency.
9. **CUSTODY TRANSFER.** Officers of Tumwater 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 Tumwater's prisoners shall be the responsibility of Tumwater Officers.
10. **CITY ACCESS TO PRISONERS.** All Tumwater police officers 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 Tumwater police officers in equal priority with those of any other department, including the Nisqually law enforcement personnel.
11. **RIGHT TO INSPECTION.** City of Tumwater shall have the right to inspect, at all reasonable times, all of the Nisqually Jail in which City of Tumwater's inmates are confined in order to determine if such jail maintains standards of confinement acceptable to the City and that such inmates therein are treated equally regardless of race, gender, orientation, religion, color, creed or national origin; provided, however, that Nisqually shall be obligated to manage, maintain and operate its facilities consistent with all applicable federal, state and local laws and regulations.
12. **RELEASE OF PRISONERS FROM NISQUALLY.** No Tumwater Prisoner confined in the Nisqually Jail shall be removed therefrom except:
  - a. When requested by a Tumwater Police Department supervisor in writing;

- b. By Order of the Tumwater Municipal Court, Thurston County District Court or the Thurston County Superior Court in those matters in which it has jurisdiction;
  - c. For appearance in the court in which a Tumwater prisoner is charged;
  - d. In compliance with a writ of habeas corpus;
  - e. For interviews by the Tumwater City Attorney or member of the Tumwater Police Department;
  - f. If the prisoner has served his or her sentence or the charge pending against said prisoner has been dismissed or bail or other recognizance has been posted as required by the courts.
- 13. **INMATE ACCOUNTS AND VALUABLES.** Nisqually shall maintain inmate accounts and valuables pursuant to its Jail Policy.
- 14. **DISCIPLINE.** Nisqually shall have physical control over and power to execute disciplinary authority over all City of Tumwater inmates. However, nothing contained herein shall be construed to authorize or permit the imposition of a type of discipline prohibited by the Laws of the Nisqually Indian Tribe, State of Washington or federal law.
- 15. **RECORDS AND REPORTS.** Nisqually shall keep all necessary and pertinent records concerning City of Tumwater inmates to the same standards as required by the State of Washington Records Retention Schedule and other Washington state and federal laws relevant to such record retention. Tumwater upon request shall be entitled to receive and be furnished with copies of any report or record associated with said inmate(s) incarceration. Nisqually shall retain all books, records, documents and other material relevant to this agreement for six (6) years after its expiration. Nisqually agrees the City, or its designee, shall have full access and right to examine any of said materials at all reasonable times during retention period.
- 16. **PREA COMPLIANCE.** Nisqually complies with or exceeds the standards set forth in the Prison Rape Elimination Act and, in accordance with 28 C.F.R Part 115.12, shall allow Tumwater staff to monitor its facility with reasonable notice to ensure compliance thereto.
- 17. **INDEMNIFICATION.** Tumwater shall protect, indemnify, and save Nisqually harmless from and against any damage, cost, or liability including reasonable attorney fees, for injuries to persons or property arising from acts or omissions of Tumwater, its employees, agents or sub-contractors, howsoever caused. Tumwater will be responsible for any damages caused by its employees to Nisqually equipment and/or fixtures and shall provide all repairs/replacements, as appropriate, at no cost to Nisqually.



Nisqually shall protect, indemnify, and save the City harmless from and against any damages, cost, or liability including reasonable attorney fees, for injuries to persons or property arising from acts or omissions of Nisqually, its employees, agents or sub-contractors, howsoever caused. Nisqually will be responsible for any damages caused by its employees to City of Tumwater equipment and/or fixtures and shall provide all repairs/replacements, as appropriate, at no cost to the City of Tumwater.

18. **INDEPENDENT STATUS OF NISQUALLY.** The parties to this contract, in the performance of it, will be acting in their individual capacities and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one party shall not be considered or construed to be the employees or agents of the other party for any purpose whatsoever.
19. **INSURANCE.** Tumwater 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.

Nisqually 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.

- 19.1 **CERTIFICATE OF INSURANCE.** Tumwater agrees to provide Nisqually 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. Nisqually agrees to provide Tumwater acceptable evidence of insurance coverage in the form of a certificate of insurance or other information identifying insurance coverage.
20. **AMENDMENTS.** All provisions of this agreement may be amended in writing at any time by mutual consent of the parties hereto and such amendments shall take effect immediately. In the event of any conflict, inconsistency, or incongruity between the provisions of this agreement and the provisions of the amendment, the provisions of the amendment shall in all respects govern and control.

21. **CONSENT TO JURISDICTION AND TRIBE'S EXPRESS LIMITED WAIVER OF SOVEREIGN IMMUNITY.** The Nisqually Indian Tribe does hereby expressly consent to a limited waiver of sovereign immunity and consents to jurisdiction in the courts of the State of Washington as having exclusive jurisdiction 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 monetary damages and/or for equitable relief for any alleged or actual breach of any provision of this agreement and/or for the enforcement of any such final judgment entered by any court of the State of Washington regarding such matters.
22. **APPROVAL BY CITY & TRIBAL COUNCILS AND RECORDING.** Each party to this Agreement warrants that its City Council or Tribal Council has approved and authorized the signatories below to execute this Agreement. Consistent with RCW 39.34.040, this Agreement shall be filed for recording with the Thurston County Auditor upon full execution, or in lieu of recording with the auditor, published electronically on the websites of both parties.
23. **REMEDIES.** No waiver of any right under this agreement shall be effective unless made in writing by the authorized representative of the parties to be bound thereby. Failure to assist upon full performance on any one or several occasions does not constitute consent to or waiver of any later non-performance, nor does payment of a billing or continued performance after notice of a deficiency in performance constitute an acquiescence thereto.
24. **ENTIRE AGREEMENT.** This agreement constitutes the entire agreement between the parties and represents the entire understanding of the parties hereto. It supersedes any oral representations that are inconsistent with or modify its terms and conditions.
25. **INVALID PROVISIONS.** Should any provisions of this agreement be held invalid, the remainder of the agreement shall remain in effect.
26. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be deemed an original.



IN WITNESS WHEREOF, the parties have executed this Agreement on this date, the 18<sup>th</sup>  
day of January, 2016.7

CITY OF TUMWATER

Pete Kmet

Pete Kmet, Mayor

NISQUALLY TRIBE:

Farron McCloud

Name Printed

Farron McCloud

Signature

Approved to as Form:

Allen Kupchuk

City Attorney

Attest:

Melney Valman

City Clerk

**FIRST AMENDMENT  
TO  
NISQUALLY JAIL SERVICE AGREEMENT**

This First Amendment ("Amendment") is dated effective this 1<sup>st</sup> day of January, 2022, and is entered into by and between the CITY OF TUMWATER, a Washington municipal corporation ("TUMWATER"), and Nisqually Indian Tribe, a Federally Recognized Indian Tribe ("NISQUALLY").

A. TUMWATER and NISQUALLY entered into a Service Agreement dated effective January 1, 2017, whereby NISQUALLY agreed to provide jail services ("Agreement").

B. Section 20 of the Agreement provided that the Agreement may only be amended by written agreement signed by the parties.

C. TUMWATER and NISQUALLY desire to amend the Agreement to continue the services described in of the Agreement, extend the term of the Agreement, remove any guaranteed bed space, and increase the compensation paid to NISQUALLY during the extended term.

NOW, THEREFORE, the parties agree to the following terms and conditions:

1. DURATION OF COTNRACT.

Section 3 of the Agreement shall be amended to extend the term of the Agreement until December 31, 2022.

2. GUARANTEED MINIMUM BED SPACE.

Section 5 of the Agreement shall no longer be in effect.

3. PAYMENT

Section 6 of the Agreement shall be amended to read as follows:

BASIC INMATE RATE: Tumwater shall pay to Nisqually the amount of \$100.00 per day (Basic Inmate Rate) per inmate 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.

SPECIALITY RATES: The following per inmate/per diem Specialty Rates are total rates. They are inclusive of, not in addition to, the Basic Inmate Rate:

- \$180 Medical Care – payable at this rate only when the inmate is in a designated infirmary bed/unit/cell. Payment at this rate is included for any inmate who is detoxing with a Clinical Opiate Withdrawal Scale (COWS) score of 6 or higher;
- \$160 Compliant Mental Health Care – payable at this rate only when the inmate is in a designated mental health bed/unit/cell;
- \$210 Acute Mental Health – payable at this rate only when the inmate is in a designated mental health bed/unit/cell; or,
- \$140 Pharmacy – payable at this rate only when inmate utilizes on-site pharmacy services.

Without prejudice to any other contract right available to it, if Tumwater does not pay the invoice within 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.

#### 4. FULL FORCE AND EFFECT.

All other terms and conditions of the Agreement not modified by this Amendment shall remain in full force and effect.

DATED the effective date set forth above.

CITY:  
CITY OF TUMWATER  
Israel Road SW  
Tumwater, WA 98501

SERVICE PROVIDER:  
NISQUALLY INDIAN TRIBE  
4820 She-Nah-Num Dr. S.E.  
Olympia, WA. 98513

\_\_\_\_\_  
Debbie Sullivan, Mayor

\_\_\_\_\_  
Chief Executive Officer

Printed Name:\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Melody Valiant, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Karen Kirkpatrick, City Attorney