

**PUBLIC SAFETY
COMMITTEE**

**November 14, 2023
3:30 p.m.**

AGENDA



www.ci.bonney-lake.wa.us

Council Committees are primarily concerned with legislative/policy matters. They formulate and convey recommendations to the full council for action (BLMC 2.04.090).

The public is invited to attend Public Safety Committee Meetings in person, via conference call or over the internet. The information for attending is provided below.

Public Safety Committee Meetings attendance options:

In-Person: Bonney Lake Justice & Municipal Center, 9002 Main ST E, Ste 200, Bonney Lake

By phone: 408-419-1715 (Meeting ID: 108 752 450)

By internet: Chrome- <https://bluejeans.com/108752450?src=calendarLink>

A. CALL TO ORDER – Councilmember Justin Evans, Chair

B. ROLL CALL: Councilmember Justin Evans, Councilmember Angela Baldwin, and Councilmember Gwendolyn Fullerton.

p.3 **C. APPROVAL OF MINUTES: October 10, 2023**

D. DEPARTMENT REPORTS/PRESENTATIONS:

p.7 1. East Pierce Fire & Rescue Monthly Report

p.13 2. Bonney Lake Police Department Monthly Report

p.17 3. Prosecutor’s Office Monthly Report

4. Emergency Management Monthly Report

E. DISCUSSION/ACTION ITEMS:

p.21 1. **AB23-152 – Ordinance D23-152** – Amending Bonney Lake Municipal Code Section 6.04.190

p.25 2. **AB23-148 – Resolution 3189** – Washington Traffic Safety Commission Interagency Agreement

p.45 3. **AB23-149 – Resolution 3190** – Enumclaw Jail Contract

F. OPEN COMMITTEE DISCUSSION:

G. PUBLIC COMMENTS:

Public comments can be made in-person, by phone or virtually during this portion of the meeting. Comments are limited to 5 minutes. Those planning to comment via phone or virtually will need to sign up prior to the meeting in order to comment. When signing up, please provide your name, your

screen name, and phone number (for callers) either by email to lambersonb@cobl.us or by phone at 253-447-4356. Virtual and call in registrations need to be received by 2:30 p.m. the day of the meeting. During the meeting, your name will be called when it is your turn. Your microphone will be activated, and you will be able to comment. Those physically appearing at the Public Safety Committee meeting to speak during citizen comments do not need to sign up but will be asked to state their name and address for the meeting record.

H. ADJOURNMENT

**PUBLIC SAFETY
COMMITTEE**

**October 10, 2023
3:30 P.M.**



www.ci.bonney-lake.wa.us

DRAFT MINUTES

Location: Justice & Municipal Center, 9002 Main Street East, Bonney Lake, Washington.

Audio starts at:
03:30:00

A. CALL TO ORDER – Councilmember Justin Evans, Chair, called the meeting to order at 5:00 p.m.

B. ROLL CALL: Deputy Mayor Terry Carter, Councilmember Justin Evans, and Councilmember Angela Baldwin.

Councilmember who was not in attendance, Councilmember Gwendolyn Fullerton.

Staff members in attendance at the physical location were City Administrator John Vodopich, Chief of Police Mark Berry, Fire Chief, Jon Parkinson, Public Services Director Ryan Johnstone, Building and Planning Supervisor Jason Sullivan, Judicial Branch Administrator, Kathy Seymour, Code Enforcement Officer Shailey Wilkinson, Executive Assistant/Management Analyst Leslie Harris, Prosecuting Attorney, Dena Burke, and Emergency Manager, Raejean Kreel.

Staff members in attendance virtually, Judge Joanna Daniels

Audio starts at:
03:30:00

C. APPROVAL OF MINUTES:

Minutes from the September 10, 2023 Public Safety Committee Meeting were approved.

D. DEPARTMENT REPORTS/PRESENTATIONS:

Audio starts at:
03:31:00

1. East Pierce Fire & Rescue Monthly Report – Fire Chief, Jon Parkinson

Fire Chief Parkinson presented East Pierce Fire & Rescue Monthly Report. Presented the uploaded monthly report, Fire Station updates and employment updates.

Audio starts at:
03:40:00

2. Bonney Lake Police Department Monthly Report – Chief of Police Mark Berry

Chief of Police Berry presented Bonney Lake Police Department Monthly Report. Presented the uploaded monthly report and staffing updates.

Audio starts at:
03:48:00

3. Emergency Management Monthly Report – Emergency Manager Raejean Kreel

Emergency Manager Kreel presented Emergency Management Monthly Report. Presented the uploaded monthly report, satellite phone update and school district LAHAR evacuation exercise update.

Audio starts at: 03:56:00

- 4. Prosecutor’s Office Monthly Report – Emergency Manager Raejean Kreel

Emergency Manager Kreel presented Prosecutor’s Office Monthly Report. Presented the uploaded monthly report.

Audio starts at: 03:58:00

- 5. Domestic Violence Awareness Month – Emergency Manager Raejean Kreel

Emergency Manager Kreel presented Domestic Violence Awareness Month. Presented the uploaded monthly report.

Audio starts at: 04:09:00

- 6. Code Enforcement 2023 Q2 and Q3 Quarterly Reports – Building and Planning Supervisor Jason Sullivan

Building and Planning Supervisor Sullivan presented Code Enforcement 2023 Q2 and Q3 Quarterly Reports. Presented the quarterly code enforcement report, violation updates, and changes/updates.

E. DISCUSSION/ACTION ITEMS:

Audio starts at: 04:15:00

- 1. **AB23-139 – Resolution 3182** – Out of State Training – Emergency Manager Raejean Kreel.

Emergency Manager Kreel presented Out of State Training. Requested funding for out of state training.

The Committee agreed to forward to the Council Consent Agenda].

Audio starts at: 04:16:00

- 2. **Discussion** – Derelict Home – 10002 192nd Ave E – Building and Planning Supervisor Sullivan.

Building and Planning Supervisor Sullivan presented Derelict Home – 10002 192nd Ave E. Presented derelict home located on 192nd and details of derelict home.

Audio starts at: 04:38:00

F. OPEN COMMITTEE DISCUSSION:

- 1. Vehicle in Yard – Deputy Mayor Terry Carter

Deputy Mayor Carter spoke about the request for a guardrail at the corner of Veterans Memorial and Angeline Rd.

Audio starts at: 04:48:00

G. PUBLIC COMMENTS: None. *For efficient use of city resources, comments will be a short summary and not verbatim. Video recordings will be uploaded to the city’s*

YouTube channel and an audio recording to the state digital archives if needing a complete review of comments.

Inquired about policy for problem with homeless parking near Walmart and movie theater, and panhandling policy.

Audio starts at:
04:53:00

ADJOURNMENT

Councilmember Justin Evans adjourned the meeting at 4:53pm.

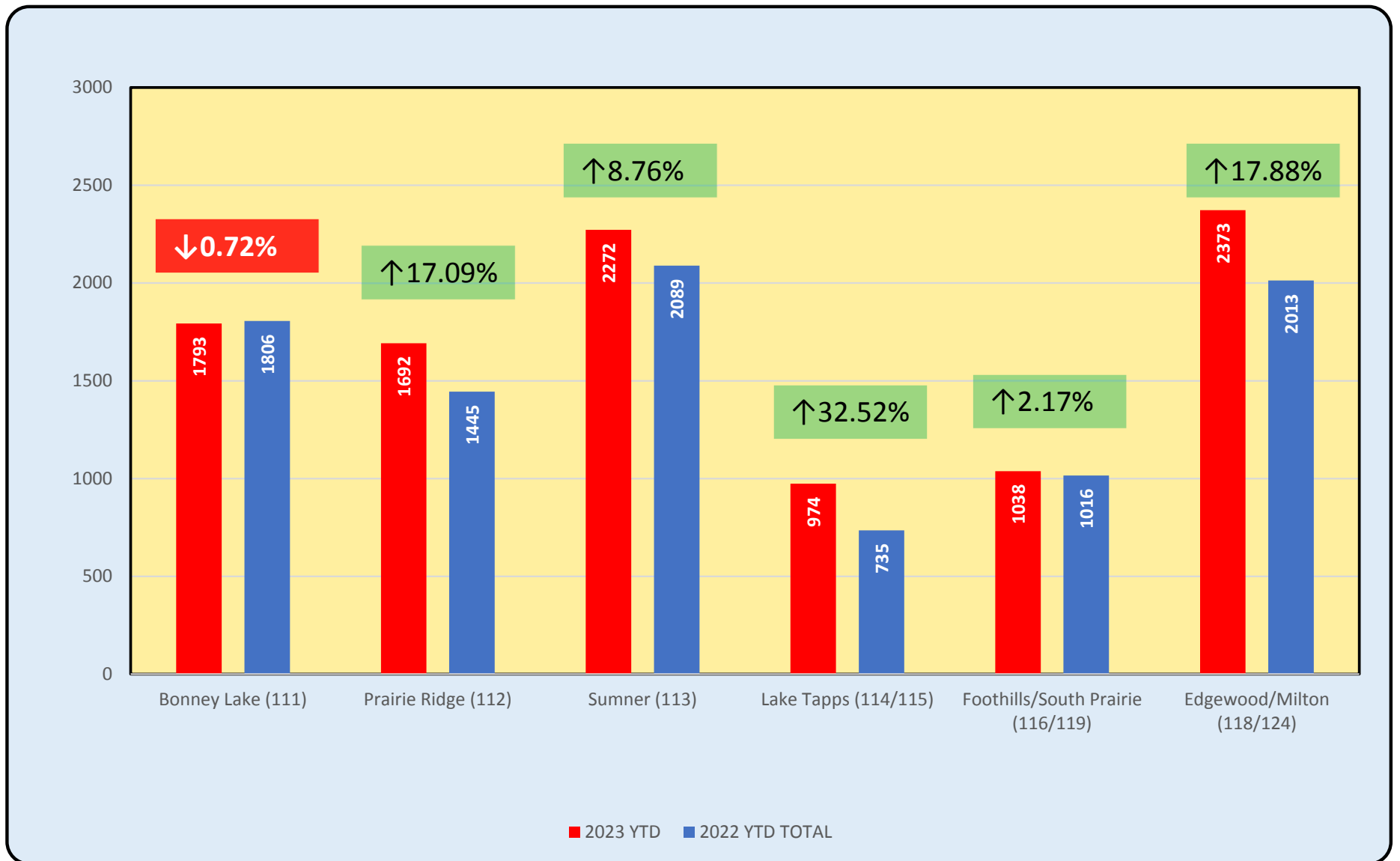
Brandy Lamberson

Brandy Lamberson, Public Safety Committee Clerk

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Incident Count by Station Area—YTD thru October 2023

36 more calls YTD than YTD 2022 an increase of 0.43%

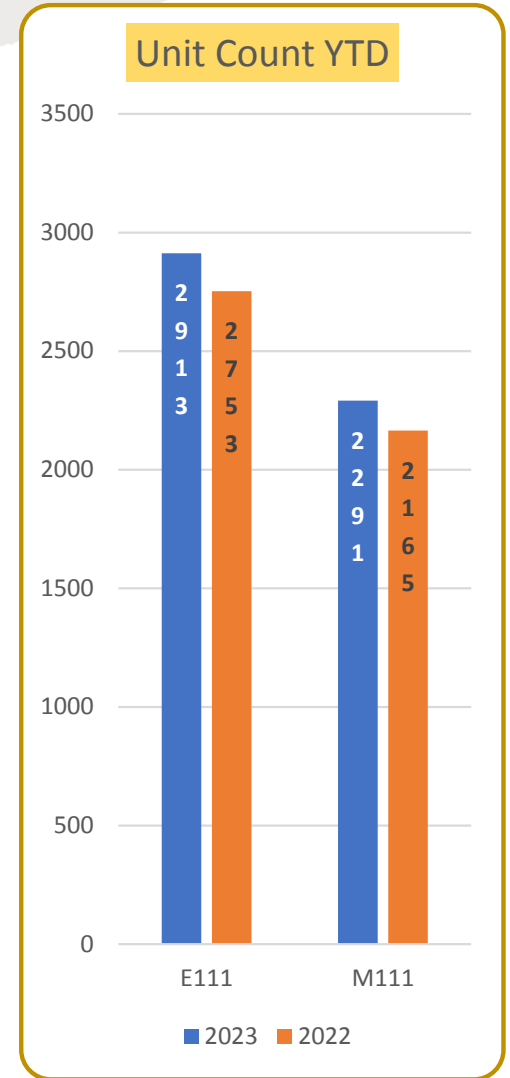


Bonney Lake—YTD thru 10/31/2023

Station 111 First-Due area			
Response		2022	2023
Priority	Count	882	852
	Travel Time-90th%	8:02	7:53
	50 percentile response	6:06	6:06
	90 percentile response	9:33	9:38
All Responses	Count	1784	1701
	Travel Time-90th%	9:57	10:16
	50 percentile response	6:50	6:47
	90 percentile response	11:37	11:43

Station 111 (Bonney Lake) Reliability		
Station	Responses	Percent
Bonney Lake (111)	700	77%
Prairie Ridge (112)	90	10%
Foothills (116)	65	7%
Lake Tapps (114)	35	4%
Sumner (113)	18	2%

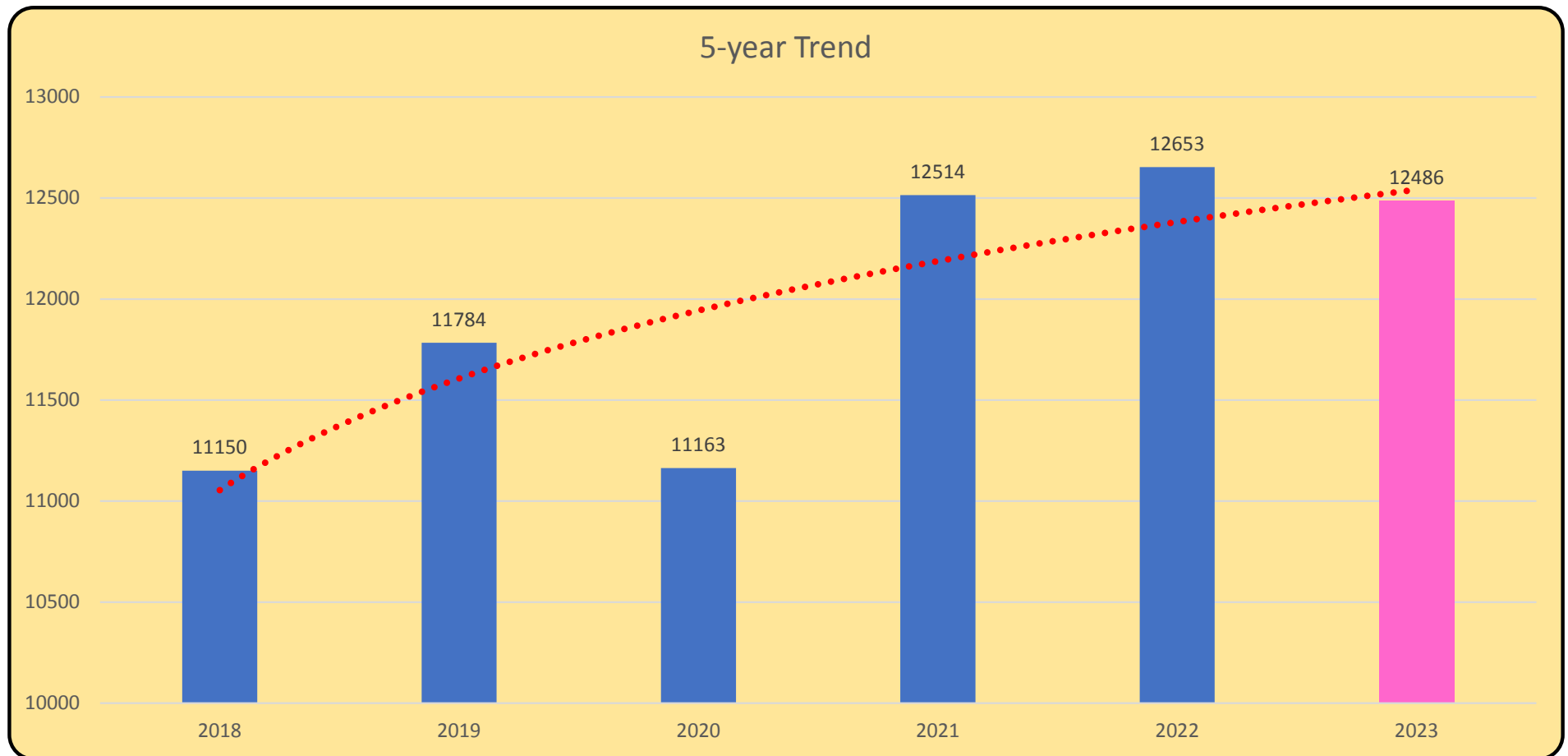
City of Bonney Lake			
Response		2022	2023
Priority	Count	968	979
	Travel Time-90th%	7:56	7:41
	50 percentile response	6:01	5:57
	90 percentile response	9:28	9:26
All Responses	Count	2024	1945
	Travel Time-90th%	9:46	10:01
	50 percentile response	6:44	6:39
	90 percentile response	11:26	11:37



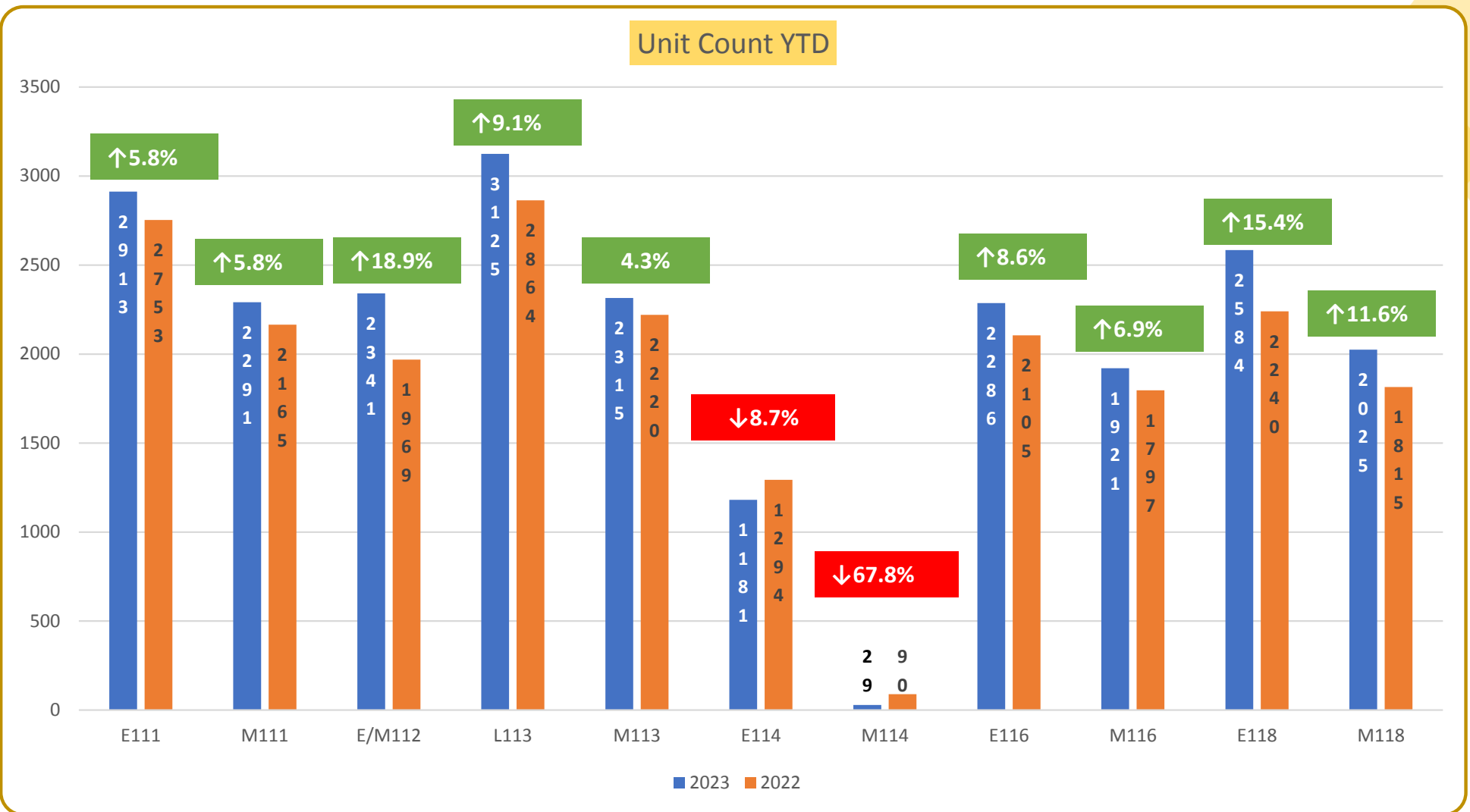
E111 and M111 show an increase of 5.8% over last year

5-Year Trend

- Projected end of year total using MS Forecast based on month-to-month numbers starting 1/1/2019 thru 10/31/2023. Projected total is 12486 \pm 263. Decrease of 1.32% from 2022.

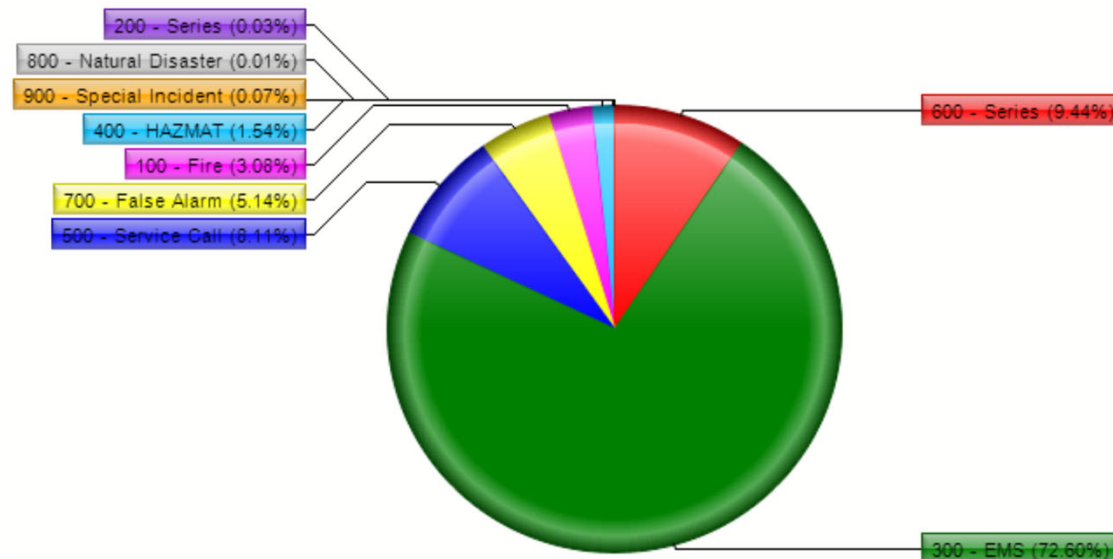


Total Counts by Unit—YTD Thru October 2023



Incidents by Type—YTD thru October 2023

Incident Type Group	2023	Total
100 - Fire	321	3.08%
200 - Overpressure, Rupture, Explosion—No fire	3	0.03%
300 - EMS	7578	72.60%
400 - HAZMAT	161	1.54%
500 - Service Call	846	8.11%
600 - Good intent—Includes wrong location, controlled burn, patient already transported...	985	9.44%
700 - False Alarm	536	5.14%
800 - Natural Disaster	1	0.01%
900 - Special Incident	7	0.07%
Annual Total	10438	



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Public Safety Report

Bonney Lake Police Department

October 2023

PATROL ACTIVITY*October 2nd—October 9th*

Suspicious Vehicle @ Regal Theaters - Subject was observed with what appeared to be an AR style rifle in the parking lot. Officers contacted subject and discovered the rifle was a water style rifle. He was advised to pick better areas to play with his water gun.

Verbal DV @ 18XXX Veterans Memorial Dr E – Wife called to report that she was in a verbal argument with her intoxicated husband in the parking lot of Pistol Annies. Confirmed it was verbal only and wife left to go pick up her kids from school. Husband was extremely intoxicated and had agreed to go to the hospital. When medics arrived, he decided to walk over to Bonney Lake Grocery prior to being transported and chugged a beer inside the business. The cashier came out and told us that the male did not pay for the beer and stole a Butterfinger. When his debit card was declined to pay, one of the medics personally paid for the items so they could get him transported to the hospital.

Disorderly @ 19XXX South Prairie RD E—Officers were dispatched for a disorderly subject that walked away from an adult family care home. RP advised the subject had tried to fight the staff when they were trying to get him to go home. Disorderly subject was cited and released for disorderly conduct.

October 9th—October 16th

AGE/ Armed Robbery @ Planet Fitness Puyallup – Puyallup PD pursued a fresh armed robbery suspect driving a confirmed stolen black 2010 Mercedes 350 through multiple cities. Bonny Lake Officers were notified the stolen vehicle was driving eastbound in the westbound lanes of SR 410 E approaching Myers Rd. Spikes were attempted to be set up, but the suspect vehicle merged to the eastbound lanes, and spikes were not set up in time. Puyallup terminated their pursuit at SR 410 E/ 234TH Ave E .

Warrant/UPCS Arrest @ Target – While conducting a security check at Target, Officer observed a suspicious vehicle pull into the parking lot. Officer found the occupant had several Bonney Lake warrants and he was taken into custody. He was found to be in possession of Perc-30's and crystal meth. He was booked into Enumclaw Jail and his vehicle was released to a family member

Welfare Check @ 20XXX Church Lake Rd E – Sister in Arizona reported not hearing from her brother, Daryl Boden, that resides alone at this residence in four days and was concerned as this was not normal behavior. Daryl was observed inside the residence and stated he did not need any assistance. Sister called back again stating Daryl had not called her like he said he would and requested units contact him again. This time, Daryl stated he had falling about an hour prior and wanted help. Medics arrived and forced entry into the residence. Daryl was transported to GSH. Due to the living conditions, Fire & PD forwarding reports to APS.

PATROL ACTIVITY Cont.*October 16th—October 23rd*

Fail to Yield @ SR410 E @ 198th Ave E—Newer white BMW with no rear plate was intentionally backfiring and running red lights on SR 410 E. Officer attempted to stop the vehicle and it fled north bound on 198th to Westbound OBH. No pursuit.

Shoplift @ Fred Meyer LP called an reported a female had left on foot east bound. Based on description Officers recognized the subject. Subject was located behind Safeway and taken into custody without incident. Subject was booked into the Enumclaw Jail and issued a trespass by Fred Meyer LP.

Hit & Run @ 200th Ave Ct E / 102nd St E – A black Chevy Tahoe (unknown plate) struck a female riding a bicycle and fled the area. The bicyclist was checked out by medics with EPF&R and released.

October 23rd—October 30th

Welfare Check/CPS Referral @ 9321 192nd Ave E – Caller reported a vehicle in the parking lot with a female nodding off with a small child running around it. Officers located the vehicle and contacted the female & child. Female was claiming to have medical issues and EPF&R was requested. Detectives located previous history on the vehicle and found a similar report to Puyallup PD where the vehicle was taken for a search warrant and a CPS Referral. Medics transported the female and child to the hospital.

Assault @ 8XXX Myers Rd E. – Caller reported that his friend, who resides in another apartment had punched him in the face. Officers contacted the caller, who advised he wanted to be a victim of the assault. Suspect had fled on foot and was not located. Assault charge will be sent to the Bonney Lake

Attempted Dine & Dash @ Denny's – Employee reported three juvenile males attempted to run out without paying for their meals. Employees gave chase and prevented them from getting into their vehicle. The juveniles ran over by the Fred Meyer gas pumps and eventually returned to Denny's to pay for the meals prior to Police arriving. Parents were contacted and they responded to the location to take custody of their children.



Bonney Lake Police Department

2023 NIBRS & Crime Report

NIBRS Offenses	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	YTD 2023	YTD 2022
Murder/Non-Negligent Manslaughter	0	0	0	0	0	0	0	0	0				0	0
Forcible Sex Offenses	0	2	2	0	0	0	0	0	2				6	7
Robbery	1	0	1	0	2	1	0	1	1				7	12
Aggravated Assault	2	1	4	0	1	3	1	1	2				15	29
Simple Assault	6	6	12	5	14	14	10	6	5				78	94
Intimidation	0	0	0	0	0	0	0	0	0				0	1
Non-Force Sex Offenses	0	0	0	0	0	0	0	0	0				0	0
Kidnapping	0	0	0	1	0	0	0	0	0				1	4
Human Trafficking	0	0	0	0	0	0	0	0	0				0	0
Burglary	7	4	5	4	3	4	5	5	4				41	72
Arson	0	0	0	0	0	0	1	1	1				3	2
Larceny	20	25	30	26	31	21	31	23	15				222	440
Motor Vehicle Theft	6	4	9	11	6	4	11	6	3				60	62
Extortion/Blackmail	2	0	1	0	0	0	0	0	3				6	2
Counterfeiting/Forgery	0	1	1	0	1	0	0	0	0				3	8
Fraud	7	5	7	5	7	7	1	7	4				50	71
Embezzlement	0	0	0	0	0	0	0	0	0				0	0
Stolen Property Offenses	3	5	4	4	4	0	1	2	3				26	27
Destruction of Property/Vandalism	15	15	18	16	15	9	19	5	7				119	162
Drugs/Narcotics Offenses	0	1	0	1	1	0	1	1	1				6	13
Pornography/Obscene Material	0	0	0	0	0	0	1	0	0				1	0
Gambling Offenses	0	0	0	0	0	0	0	0	0				0	0
Prostitution Offenses	0	0	0	0	0	0	0	0	0				0	0
Violation No Contact Order	2	2	0	3	1	2	2	2	2				16	38
Bribery	0	0	0	0	0	0	0	0	0				0	0
Weapon Law Violations	1	2	2	2	2	0	1	0	0				10	12
TOTAL NIBRS OFFENSES	72	73	96	78	88	65	85	60	53	0	0	0	670	1056
Other													YTD 2023	YTD 2022
Domestic Violence Offenses	15	8	12	14	11	15	9	10	7				101	101
Suicide	0	0	0	1	0	0	1	0	0				2	3
Attempted Suicide	0	0	0	0	0	2	1	1	0				4	4
TOTAL OTHER	15	8	12	15	11	17	11	11	7	0	0	0	107	108
Arrests (Misdemeanor & Felony)													YTD 2023	YTD 2022
Adult	Group A	16	17	27	19	31	19	25	26	22			202	268
	Group B	23	21	10	14	17	12	3	9	8			117	148
	<i>Total Adult Arrests</i>	39	38	37	33	48	31	28	35	30	0	0	319	416
Juvenile	Group A	1	1	2	2	5	0	1	5	1			18	6
	Group B	0	0	0	0	1	2	0	1	0			4	4
	<i>Total Juvenile Arrests</i>	1	1	2	2	6	2	1	6	1	0	0	22	10
TOTAL ARRESTS		40	39	39	35	54	33	29	41	31	0	0	341	426
Traffic													YTD 2023	YTD 2022
Motor Vehicle Collisions		27	24	19	20	18	29	29	26	22			214	239
Traffic Infractions Filed		84	38	30	91	121	55	62	31	50			562	391
Traffic Violations Charged		128	56	43	101	154	75	82	41	67			747	538
Non-Traffic Infractions Filed		1	4	1	0	1	1	6	9	0			23	17
Non-Traffic Violations Charged		1	5	1	0	2	2	6	11	0			28	23
DUI Citations		6	2	7	5	8	3	1	8	2			42	34
Traffic Misdemeanors - Citations Filed		53	17	19	12	16	10	16	7	10			160	132
Traffic Misdemeanors - Violations Chrgd.		67	19	24	13	23	11	21	10	13			201	176
Sector Tickets Issued		118	89	68	112	174	114	119	87	48			929	789
Paper Tickets Issued		0	4	1	1	67	10	16	3	0			102	54
TOTAL TRAFFIC		485	258	213	355	584	310	358	233	212	0	0	3008	2393
Calls for Service & Reports													YTD 2023	YTD 2022
Calls for Service		1570	1355	1569	1534	1775	1565	1709	1410	1424			13911	16960
Calls w/ Reports		156	147	148	128	161	179	210	158	130			1417	1654

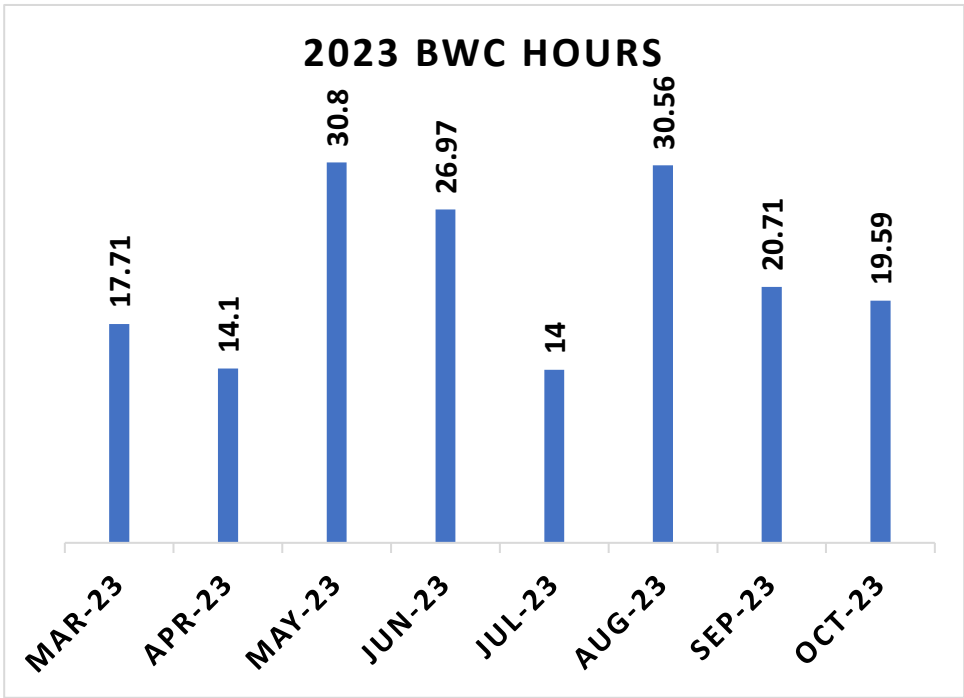
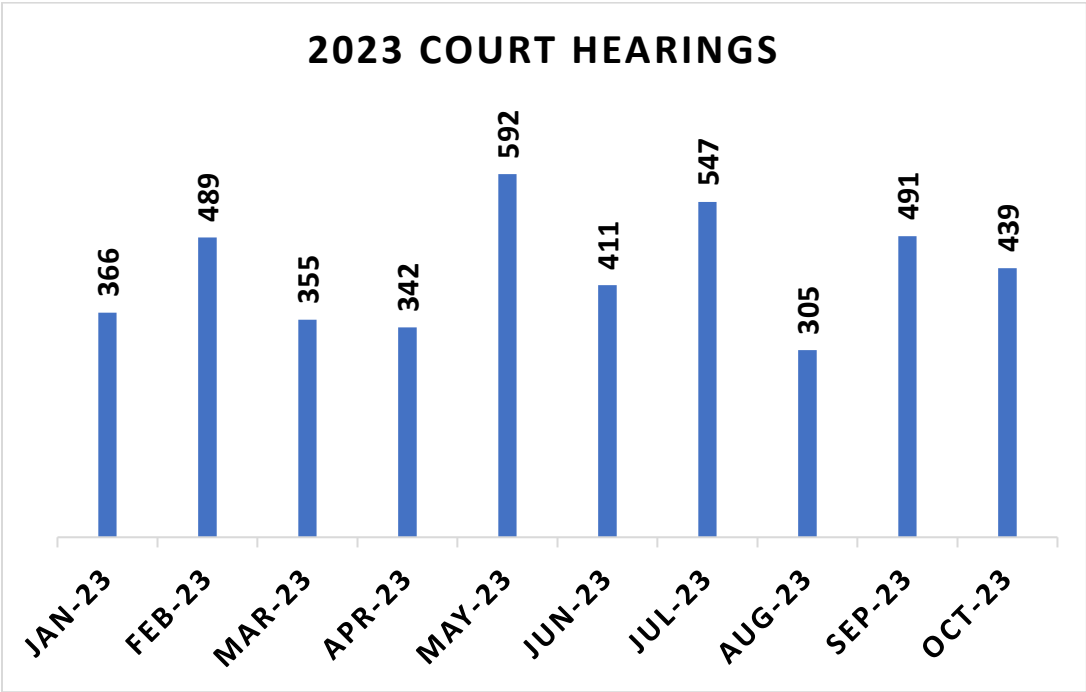


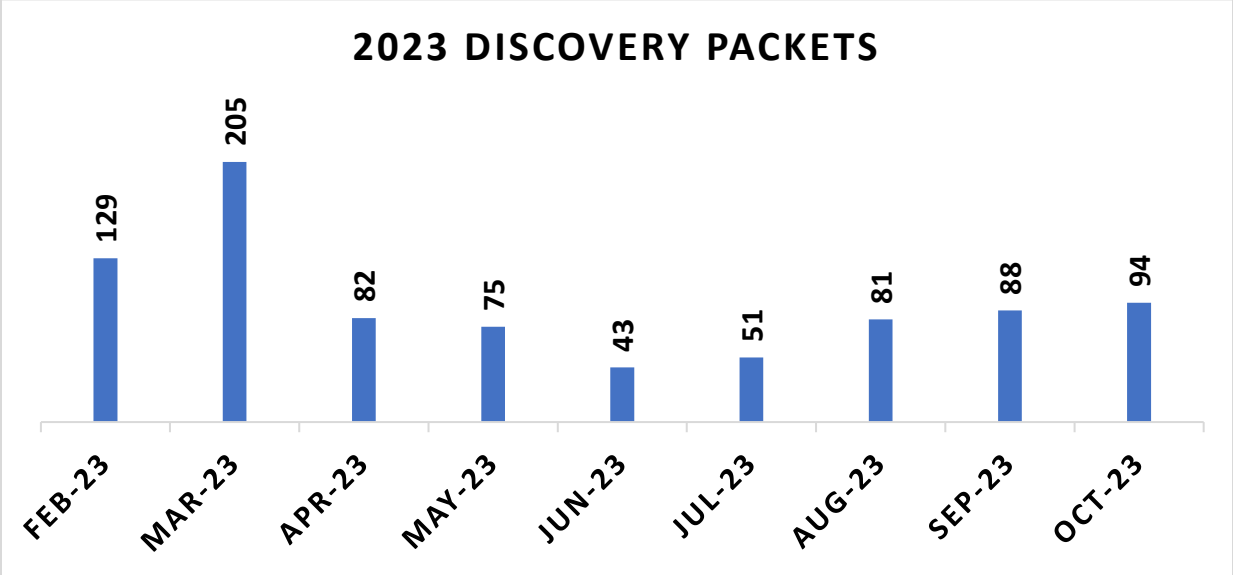
OFFICE OF THE PROSECUTING ATTORNEY
JUSTICE CENTER
9002 MAIN STREET EAST – SUITE 200
BONNEY LAKE, WA 98391
PHONE: (253) 447-3288 FAX: (253) 862-8538

Prosecutor's Office October 2023 Monthly Report

October 2023 Court Hearings	
Arraignments	45
Pre-Trial	109
Readiness	3
Sentencing	1
SOC Compliance	(Included in Sentence Compliance)
Sentence Compliance (Reviews)	153
Community Court Compliance	13
Community Court Pre-Opt	4
SCORE In Custody Hearings	28
Bench Warrant Quash	30
Expired Warrants	25
Infraction Contested	8
Infraction Mitigation	0
Parking	0
Trials	0
Motion Hearings	5
Restitution Hearings	7
Extreme Risk Protection Order Hearings	1
Blake Vacate/Dismiss	1
Other	6
Total Hearings	439

Also in October, staff viewed 19.59 hours of Body Worn Camera (BWC) video and provided 94 discovery packets to Defense.





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

Department/Staff Contact: Prosecutor's Office / Dena Burke - Deputy City Attorney- Prosecutor	Meeting/Workshop Date: 14 November 2023	Agenda Bill Number: AB23-152
Agenda Item Type: Ordinance	Ordinance/Resolution Number: D23-152	Sponsor:

Agenda Subject: Ordinance Amending BLMC 6.04

Full Title/Motion: An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Amending Bonney Lake Municipal Code Section 6.04.190.

Administrative Recommendation: Approve

Background Summary: When local cities contracted with Metro Animal Services, they sought to create more uniform respective city codes for licensing and keeping of potentially dangerous and dangerous dogs in 2020. In doing so, the Bonney Lake Municipal Code was amended such that the portion of the code that pertained to animals at large was restricted to only animals at large in certain public areas.

As the Bonney Lake Municipal Code is currently written, only animals at large in generally public places are in violation. This is different from other cities that also contract with Metro Animal Services. The proposed amendment includes language that is the same or similar to the other cities and creates a more uniform code in the interest of community health, safety, and welfare.

Attachments: Ordinance No.D23-152

BUDGET INFORMATION				
Budget Amount	Current Balance	Required Expenditure	Budget Balance	Fund Source
				<input type="checkbox"/> General <input type="checkbox"/> Utilities <input type="checkbox"/> Other
Budget Explanation: No direct budget impact				

COMMITTEE, BOARD & COMMISSION REVIEW			
Council Committee Review: Public Safety	<i>Approvals:</i>		Yes No
Date: 14 November 2023	Chair/Councilmember	Justin Evans	<input type="checkbox"/> <input type="checkbox"/>
	Councilmember	Gwendolyn Fullerton	<input type="checkbox"/> <input type="checkbox"/>
	Councilmember	Angela Baldwin	<input type="checkbox"/> <input type="checkbox"/>
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):	Public Hearing Date(s):
Meeting Date(s): 28 November 2023	Tabled to Date:

APPROVALS		
Director: <i>JPV</i>	Mayor: <i>MM</i>	Date Reviewed by City Attorney: (if applicable)

ORDINANCE NO. D23-152

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AMENDING BONNEY LAKE MUNICIPAL CODE SECTION 6.04.190

WHEREAS, the City Council desires to revise its code to more closely reflect that of other cities served by Metro Animal Services; and

WHEREAS, the current language of the code limits citing animals at large to only those animals that become at large in generally public places; and

WHEREAS, the City Council has determined that this ordinance is in the interest of community health, safety and welfare,

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, WASHINGTON HEREBY DO ORDAIN AS FOLLOWS:

Section 1. Chapter 6.04.190 of the Bonney Lake Municipal Code is hereby amended to read as follows:

6.04.190 General Violations.

It shall be a violation of this chapter for any person or the owner of any animal to:

A. Permit any domesticated animal to become at large ~~whether licensed or not, in any park or on any public beach, pond, fountain, or stream therein, or upon any public playground or school ground;~~ provided, however, that this section shall not prohibit a person from walking or exercising a licensed animal in a public park or on any public beach, where permitted, when such animal is on a leash, tether or chain not to exceed eight feet in length. This section shall not apply to designated off-leash areas or a service animal if a leash would interfere with the service animal's work or the nature of the owner's or keeper's disability prevents use of a leash;

B. Permit any animal to be a nuisance;

C. Fail to keep any female dog or cat in heat confined in a building or secure enclosure in such a manner that such female dog or cat cannot come into contact with another animal except for planned breeding;

D. Fail to provide an animal with humane care and treatment and with sufficient and proper nutritional food for its species, sufficient water, proper shelter and protection from the weather, and veterinary care when needed to prevent suffering; and not amounting to animal cruelty under BLMC 6.04.140 or as defined in Chapter 16.52 RCW;

E. Leave an animal unattended for more than 24 consecutive hours without adequate care;

F. Abandon an animal;

G. Use any trap for the purpose of seizing domestic animals, except that humane traps may be used as approved by the discretion of the animal control officer for the purpose of capturing abandoned, at large and sick animals.

Section 5. This Ordinance shall take effect and be in force thirty (30) days from and after its passage, approval and publication, as required by law.

PASSED BY THE CITY COUNCIL this 28th day of November 2023.

Michael McCullough, Mayor

AUTHENTICATED:

Sadie A. Schaneman, CMC, City Clerk

AB_____
Passed:
Valid:
Published:
Effective Date:
This Ordinance totals _____ page(s)

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

Department/Staff Contact: PD / Mark Berry	Meeting/Workshop Date: 14 November 2023	Agenda Bill Number: AB23-148
Agenda Item Type: Resolution	Ordinance/Resolution/Motion Number: 3189	Sponsor:

Agenda Subject: Washington Traffic Safety Commission Interagency Agreement

Full Title/Motion: A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, To Authorize Mayor Mccullough To Sign An Interagency Agreement With The Washington Traffic Safety Commission For Reimbursement For Various Traffic Emphasis Patrols.

Administrative Recommendation: Approve

Background Summary: The Bonney Lake Police Department has utilized this interagency agreement the last several years to assist with enhancing the safety of the motoring public on City streets. The Bonney Lake Police Department will conduct emphasis patrols throughout the year in the following areas: Impaired Driving enforcement, Seat-Belt enforcement, Distracted Driver enforcement, Target Zero emphasis patrols and flex patrols which allow BLPD to conduct their own emphasis patrols for the target areas. The Washington State Traffic Safety Commission (WTSC) will reimburse BLPD for our enforcement efforts. The interagency agreement will be effective October 1, 2023 -- September 30, 2024.
Attachments: Resolution 3189 & Interagency Agreement with the Washington State Traffic Safety Commission.

BUDGET INFORMATION				
Budget Amount	Current Balance	Required Expenditure	Budget Balance	Fund Source
				<input type="checkbox"/> General <input type="checkbox"/> Utilities <input type="checkbox"/> Other
Budget Explanation:				

COMMITTEE, BOARD & COMMISSION REVIEW			
Council Committee Review: Public Safety Date: 14 November 2023	<i>Approvals:</i>	Yes	No
	Chair/Councilmember Justin Evans	<input type="checkbox"/>	<input type="checkbox"/>
	Councilmember Angela Baldwin	<input type="checkbox"/>	<input type="checkbox"/>
	Councilmember Gwendolyn Fullerton	<input type="checkbox"/>	<input type="checkbox"/>
Forward to: November 14, 2023	Consent Agenda:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Commission/Board Review:			
Hearing Examiner Review:			

COUNCIL ACTION	
Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s): 11-14-2023	Tabled to Date:

APPROVALS		
Director: <i>Berry</i>	Mayor: <i>Michael McCullough</i>	Date Reviewed by City Attorney: (if applicable)

RESOLUTION NO. 3189

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN AN INTERAGENCY AGREEMENT WITH THE WASHINGTON TRAFFIC SAFETY COMMISSION FOR REIMBURSEMENT FOR TRAFFIC EMPHASIS PATROLS .

WHEREAS, the Bonney Lake Police Department has received the Interagency Agreement between the Washington Traffic Safety Commission and the City of Bonney Lake regarding the reimbursement for traffic emphasis patrol from October 1, 2023 - September 30, 2024; and

WHEREAS, the City of Bonney Lake has identified traffic safety as vital for our citizens; and

WHEREAS, the Bonney Lake Police Department will receive reimbursement from traffic safety emphasis patrols; and

WHEREAS, the Bonney Lake Police Department will provide emphasis patrols in the areas of: Impaired Driving enforcement, Distracted Driving enforcement, Seat-Belt enforcement, Motorcycle Safety enforcement, and Target Zero emphasis patrols; and

WHEREAS, the Bonney Lake Police Department will schedule the emphasis patrols both in conjunction with the statewide sponsored initiatives as well as City/Pierce County Traffic Safety Task Force emphasis patrols;

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

Section 1. The Mayor is hereby authorized to sign the Interagency Agreement with the Washington Traffic Safety Commission and allow the Bonney Lake Police Department to be reimbursed for conducting traffic safety emphasis patrols throughout the year.

PASSED by the City Council this ____ day of November, 2024.

Michael McCullough, Mayor

AUTHENTICATED:

Sadie A. Schaneman, CMC, City Clerk



INTERAGENCY AGREEMENT

BETWEEN THE

Washington Traffic Safety Commission

AND

Bonney Lake Police Department

THIS AGREEMENT is made and entered into by and between the Washington Traffic Safety Commission, hereinafter referred to as "WTSC," and Bonney Lake Police Department, hereinafter referred to as "SUB-RECIPIENT."

NOW THEREFORE, in consideration of the authority provided to WTSC in RCW 43.59 and RCW 39.34, terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties mutually agree as follows:

1. PURPOSE OF THE AGREEMENT:

The purpose of this Agreement is to provide funding, provided by the United States Department of Transportation (USDOT) National Highway Traffic Safety Administration (NHTSA) and allowed under the Assistance Listings Catalog of Federal Domestic Assistance (CFDA) number 20.600 for traffic safety grant project 2024-HVE-5116-Region 5 Target Zero Task Force, specifically to provide funding for the law enforcement agencies in WTSC Region 5 to conduct straight time or overtime enforcement activities (traffic safety emphasis patrols) as outlined in the Statement of Work (SOW), in support of Target Zero priorities. The Target Zero Manager (TQM) and/or the Law Enforcement Liaison (LEL) shall coordinate the SOW with the SUB-RECIPIENT with the goal of reducing traffic crashes.

Grant 2024-HVE-5116-Region 5 Target Zero Task Force was awarded to the WTSC Region 5 to support collaborative efforts to conduct HVE activities. By signing this agreement, the SUB-RECIPIENT can seek reimbursement for straight time or overtime for approved law enforcement activity expenses incurred as a participant in the region's HVE grant.

2. PERIOD OF PERFORMANCE

The period of performance of this Agreement shall commence upon the date of execution by both parties, but not earlier than October 1, 2023, and remain in effect until September 30, 2024 unless terminated sooner, as provided herein.

3. SCOPE OF WORK

3.1.1 Problem ID and/or Opportunity

The main causes of serious injury and fatality collisions on Washington's roadways are driver impairment through drug and/or alcohol use, speeding, occupant restraint mis/nonuse, and distraction. Fatalities have increased almost 40 percent since 2019. Despite a very high seat belt use rate (greater than 90% for many years in a row), the number of unrestrained fatalities

and serious injuries have increased to the highest number since before 2010. Since 2019, unrestrained fatalities have increased over 40 percent. Motorcyclists also represent a high number of injured and killed because of unsafe and poorly trained riders and the challenges vehicle drivers face in observing motorcycles on the road.

Washington has seen a drastic decrease in proactive enforcement of traffic laws. This decrease is due to a myriad of factors, include the COVID-19 pandemic, political actions to update laws that reduce an officer's ability to stop drivers,

This project will fund locally coordinated enforcement mobilizations to address impaired driving, distracted driving, seat belt safety, speeding, and motorcycle safety. Funding and events will be organized by local Target Zero Managers (TZMs) & the statewide Law Enforcement Liaison networks and their local Target Zero Task Force. These patrols will also be coordinated with the Washington State Patrol (WSP). Target Zero Managers will establish or strengthen relationships with key WSP district personnel to improve interagency coordination.

3.1.2 Project Purpose and Strategies

This project will fund High Visibility Enforcement (HVE) and Traffic Safety Enforcement Program (TSEP) patrols to prevent impaired driving, distracted driving, seat belt use, speeding, and motorcycle safety.

High Visibility Enforcement (HVE) and Traffic Safety Enforcement Program (TSEP) patrols are designed to create deterrence by increasing the expectation of a citation/fine/arrest. Officers may also remove high risk (impaired) drivers when encountered. So together, this countermeasure works by preventing dangerous driving behaviors and stopping those who still decide to engage in those behaviors.

Funding and events will be organized by local TZMs, LELs, and their local Target Zero Task Force. Task forces will use local data and professional judgement to determine enforcement priorities for their jurisdictions and will schedule and plan enforcement and outreach activities. Regional participation in the following National Campaigns is mandatory:

- Impaired driving enforcement during the Holiday DUI campaign (December 2023).
- Distracted driving enforcement during the Distracted Driving campaign (April 2024)
- Seat belt enforcement during the Click It or Ticket campaign (May 2024).
- Impaired driving enforcement during the Summer DUI campaign (August 2024).

These patrols will also be coordinated with the Washington State Patrol (WSP). Target Zero Managers will establish or strengthen relationships with key WSP district personnel to improve interagency coordination with the WSP.

3.1.3 Requirements for National Mobilizations and Traffic Safety Enforcement Program (TSEP)

1. HVE events will be data informed; based on crash data, anecdotal evidence, and the professional judgement of task force members. WTSC strongly believes in the expertise of local officers to understand the highest priority areas in their communities to focus their efforts.
2. The SUB-RECIPIENT will ensure that all officers participating in these patrols are BAC certified and have received and passed the SFST refresher training.
3. SUB-RECIPIENT will ensure all officers participating in Impaired Driving patrols have also received Advanced Roadside Impaired Driving Enforcement (ARIDE) training.
4. SUB-RECIPIENT shall ensure all participating personnel will use the WEMS system provided by the WTSC to record all activities in digital activity logs conducted by their commissioned officers pursuant to the HVE events. Participating officers will fill out all applicable fields of the digital activity log and use the comments field to provide details on irregularities, challenges or other details that would help explain what was encountered during their shift. SUB-RECIPIENT will also ensure all supervisors and fiscal staff have the ability to review and edit those activity logs.

5. Activity conducted outside of the quarterly task force operational plans will not be reimbursed.

3.1.4 Project Intent and Best Practice

1. SUB-RECIPIENT is encouraged to help their Region Task Force fulfill the requirement to participate in the four mandatory National Campaigns. (Holiday DUI campaign in December 2023, Distracted Driving campaign in April 2024, Click It or Ticket campaign in May 2024, and Summer DUI campaign in August 2024).

NOTE: Agencies must participate in speed or impaired driving enforcement under this agreement to be eligible to receive funding under the WASPC equipment grant.

2. SUB-RECIPIENT is strongly encouraged to participate in their task force to plan and execute enforcement events.
3. Regional task force will be submitting quarterly operational plans and SUB-RECIPIENT is encouraged to participate to the fullest extent possible. Quarterly operational plans are due October 15, December 15, March 15, and June 15.
4. WTSC encourages participating officers to prioritize violations that directly contribute to the injury and death of road users, such as impaired driving, speeding, distracted driving, non-restraint, etc.
5. SUB-RECIPIENT should promote patrol events through all earned, owned and, if funded, paid media that is available so that the public is made aware of the event before, during, and after the enforcement takes place. It is best practice to translate messages as needed and invite local media involvement in the effort to reach communities in which HVE will occur.
6. SUB-RECIPIENT should strive to actively enforce traffic safety laws focused on collision causing behaviors in priority areas throughout the year outside of HVE events.
7. When participating in motorcycle patrols SUB-RECIPIENT should focus on the illegal and unsafe driving actions of all motor vehicles interacting with motorcycles. This includes speeding, failure to yield to a motorcycle, following too closely to a motorcycle, distracted driving, etc.
8. When participating in motorcycle patrols SUB-RECIPIENT should ensure that enforcement will focus on the illegal and unsafe driving actions of motorcycles that are known to cause serious and fatal crashes. This includes impaired driving, speeding, and following too closely.
9. Performance will be monitored by the regional TSM, LEL, and Task Force, as well as WTSC. WTSC reserves the right to designate specific officers as ineligible for cost reimbursement. This will occur if an officer is determined to not have not met the purpose/intent of this grant in multiple emphasis patrols.
10. Funds can be used to support the mentoring of officers in traffic enforcement. This can be focused on impaired driving, or general traffic enforcement.

For DUI mentorship, WTSC has found it to be best practice to include a mix of instruction and practical experience. The mentor should be a DRE when possible, or a highly effective DUI emphasis patrol officer with a minimum of ARIDE training. Mentor/mentee activities will be pre-approved by the TSM or LEL after the mentee submits their interest.

11. Community outreach/collaboration: Funds can be used to pay for traffic safety focused community outreach and collaboration activities. The operational approach for regional community outreach and collaboration activities should be developed at the Task Force level and be approved by the WTSC. WTSC recommends that these activities include an opportunity for the audience to provide feedback on local traffic safety priorities and activities, which ideally will influence the region's plan for traffic safety programming.

In order to receive funding from this grant, agencies must participate with the regional traffic safety task force/coalition in the planning efforts for these activities.

WTSC also encourages all law enforcement agencies in Washington to utilize WTSC's data analysis resources, such as interactive dashboards and data from a statewide attitudinal survey, as well their regional Target Zero Manager to identify priorities for engaging with the community.

WTSC will provide tools for documenting community collaboration activities, such as the WEMS activity log.

3.1.5 NATIONAL AND STATE-WIDE MOBILIZATIONS

Not all agencies are required to participate in all of these, however the region has committed to participate as a region in all of these. Dates are tentative and may change when NHTSA publishes their FFY2024 mobilization calendar.

Mobilization	Dates
Holiday DUI	December 13, 2023 – January 1, 2024
U Drive. U Text. U Pay.	April 1 – 14, 2024
Click It or Ticket	May 13 – June 2, 2024
It's a Fine Line (optional if funded)	July 5 – 21, 2024
DUI Drive Sober or Get Pulled Over	August 12 – September 4, 2024

3.2 PROJECT GOALS

Prevent traffic crashes to reduce traffic related deaths and serious injuries through active, visible, consistent, and targeted traffic law enforcement, law enforcement training, and community outreach. Law enforcement can have a profound effect on traffic safety and this project aims to increase participation to accomplish that.

3.3 COMPENSATION

3.3.1 The Compensation for the straight time or overtime work provided in accordance with this Agreement has been established under the terms of RCW 39.34. The cost of accomplishing the work described in the SOW will not exceed dollar total from amounts listed below. Payment for satisfactory performance shall not exceed this amount unless the WTSC and SUB-RECIPIENT mutually agree to a higher amount in a written Amendment to this Agreement executed by both the WTSC and SUB-RECIPIENT. Comp-time is not considered overtime and will not be approved for payment. All law enforcement agencies who are active members of the Region's traffic safety task force with a fully executed grant agreement are eligible to participate in this grant.

3.3.2 WTSC will reimburse for personnel straight time or overtime expenses at 150 percent of the officer's normal salary rate plus SUB-RECIPIENT's contributions to employee benefits, limited to the following:

- FICA
- Medicare
- Any portion of L&I that is paid by the employer (SUB-RECIPIENT)
- Retirement contributions paid by the employer (SUB-RECIPIENT) can be included if the contribution is based on a percentage of their hours worked.

Health insurance, or any other benefits not listed above, are not eligible for reimbursement.

The SUB-RECIPIENT will provide law enforcement officers with appropriate equipment (e.g., vehicles, radars, portable breath testers, etc.) to participate in the emphasis patrols.

3.3.3 Funding alterations are permitted as follows: Upon agreement by the regional TZM and all other parties impacted by a proposed budget alteration, the budget category amounts may be increased or decreased without amending this

agreement, so long as the total grant award amount does not increase. HVE grant funds should be managed collaboratively by the SUB-RECIPIENT and the TZM.

These alterations must be requested through email communication between the regional TZM and assigned WTSC Program Manager. This communication shall include details of the requested budget modifications and a description of why these changes are needed. The TZM will also send an updated quarterly Operations Plan to the WASPC representative monitoring the project if the budget modification will result in changes to the previously submitted plan.

- 3.3.4 These funds, designated for salaries and benefits, are intended to pay for the hourly straight time or overtime costs and proportional amounts of fringe benefits of commissioned staff pursuing the activities described in the statement of work. These funds may not be used for any other purpose for example any work required to maintain a law enforcement commission including recertification trainings like firearm qualification. This agreement is expressly designated to fund salaries and benefits. By signing this agreement, SUB-RECIPIENT agrees to supply all necessary equipment and vehicles needed to accomplish the work in the scope of work. WTSC is not responsible for any equipment that is lost, stolen, or destroyed in the execution of the scope of work.
- 3.3.5 Dispatch: WTSC will reimburse communications officers/dispatch personnel for work on this project providing SUB-RECIPIENT has received prior approval from their region's TZM. This activity must be overtime and only the expenses listed in section 3.2 and its subsections will be reimbursed.
- 3.3.6 Transport Officers: WTSC will reimburse transport officers for their work on this project providing SUB-RECIPIENT has received approval from their regions TZM. The TZM will work with the regional LEL to determine if need is warranted for the type of HVE activity. This activity must be overtime and only the expenses listed in section 3.2 and its subsections will be reimbursed.
- 3.3.7 The law enforcement agency involved will not schedule individual officer overtime shifts for longer than eight hours. WTSC understands there may be instances when more than eight hours are billed due to DUI processing or other reasons and an explanation should be provided on the WEMS Officer Activity Log.
- 3.3.8 The law enforcement agency involved will ensure that any reserve officer for whom reimbursement is claimed has exceeded his/her normal weekly working hours when participating in an emphasis patrol and is authorized to be paid at the amount requested. Reserve officers may only be paid at the normal hourly rate and not at the 150 percent overtime rate.

3.4 PROJECT COSTS

The WTSC has awarded \$200,000.00 to the WTSC Region 5 Traffic Safety Task Force for the purpose of conducting coordinated HVE enforcement and community outreach/collaboration activities. The funding must be used for traffic safety purposes in the areas of impaired driving, distracted driving, occupant restraint use, speeding, and motorcycle safety. See the project in WEMS for an updated distribution of funding by specific emphasis area.

By signing this agreement, the SUB-RECIPIENT can seek reimbursement for approved straight time or overtime expenses incurred as a participant in this grant. Funds are expressly designated for staffing activities and may not be used for other expenses that may be incurred, such as vehicle damage, supply replacement, etc. All activity must be coordinated by the region's traffic safety task force and TZM to be eligible for reimbursement.

APPLICABLE STATE AND FEDERAL TERMS AND CONDITIONS:

4. ACTIVITY REPORTS

The SUB-RECIPIENT agrees to have all personnel who work HVE patrols submit a WEMS Officer Activity Log within 24 hours of the end of all shifts worked. These same logs will be associated with invoices as detailed in the "BILLING PROCEDURE" section. Use of the Officer Activity Log in the WTSC's online grant management system, WEMS, is required. Supervisor review and accuracy certification will also be done in WEMS.

5. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this Agreement shall be made by the WTSC.

6. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties in the form of a written request to amend this Agreement. Such amendments shall only be binding if they are in writing and signed by personnel authorized to bind each of the Parties. Changes to the budget, SUB-RECIPIENT'S Primary Contact, and WTSC Program Manager can be made through email communication and signatures are not required.

7. ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

8. ASSIGNMENT

The SUB-RECIPIENT may not assign the work to be provided under this Agreement, in whole or in part, without the express prior written consent of the WTSC, which consent shall not be unreasonably withheld. The SUB-RECIPIENT shall provide the WTSC a copy of all third-party contracts and agreements entered into for purposes of fulfilling the SOW. Such third-party contracts and agreements must follow applicable federal, state, and local law, including but not limited to procurement law, rules, and procedures. If any of the funds provided under this Agreement include funds from NHTSA, such third-party contracts and agreements must include the federal provisions set forth in this Agreement in sections 32 through 40.

9. ATTORNEYS' FEES

In the event of litigation or other action brought to enforce the Agreement terms, each party agrees to bear its own attorney fees and costs.

10. BILLING PROCEDURE

All invoices for reimbursement of HVE activities will be done using the WTSC's grant management system, WEMS. WEMS Officer Activity logs will be attached to invoices, directly linking the cost of the activity to the invoice. Because the activity, approval, and invoicing are all done within WEMS, no back up documentation is required in most cases.

Once submitted by the SUB-RECIPIENT, invoices are routed to the regional TZM for review and approval. The TZM will submit all approved invoices to the WTSC via WEMS within 10 days of receipt.

Payment to the SUB-RECIPIENT for approved and completed work will be made by warrant or account transfer by WTSC within 30 days of receipt of such properly documented invoices acceptable to WTSC. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 45 days after the expiration date of this Agreement. All invoices for goods received or services performed on or prior to June 30, 2024, **must be received by WTSC no later than August 10, 2024**. All invoices for goods received or services performed between July 1, 2024 and September 30, 2024, **must be received by WTSC no later than November 15, 2024**.

11. CONFIDENTIALITY / SAFEGUARDING OF INFORMATION

The SUB-RECIPIENT shall not use or disclose any information concerning the WTSC, or information which may be classified as confidential, for any purpose not directly connected with the administration of this Agreement, except with prior written consent of the WTSC, or as may be required by law.

12. COST PRINCIPLES

Costs incurred under this Agreement shall adhere to provisions of 2 CFR Part 200 Subpart E.

13. COVENANT AGAINST CONTINGENT FEES

The SUB-RECIPIENT warrants that it has not paid, and agrees not to pay, any bonus, commission, brokerage, or contingent fee to solicit or secure this Agreement or to obtain approval of any application for federal financial assistance for this Agreement. The WTSC shall have the right, in the event of breach of this section by the SUB-RECIPIENT, to annul this Agreement without liability.

14. DISPUTES

14.1. Disputes arising in the performance of this Agreement, which are not resolved by agreement of the parties, shall be decided in writing by the WTSC Deputy Director or designee. This decision shall be final and conclusive, unless within 10 days from the date of the SUB-RECIPIENT's receipt of WTSC's written decision, the SUB-RECIPIENT furnishes a written appeal to the WTSC Director. The SUB-RECIPIENT's appeal shall be decided in writing by the Director or designee within 30 days of receipt of the appeal by the Director. The decision shall be binding upon the SUB-RECIPIENT and the SUB-RECIPIENT shall abide by the decision.

14.2. Performance During Dispute. Unless otherwise directed by WTSC, the SUB-RECIPIENT shall continue performance under this Agreement while matters in dispute are being resolved.

14.3 In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties hereto agree that any such action or proceedings shall be brought in the superior court situated in Thurston County, Washington.

15. GOVERNANCE

15.1. This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

15.2. In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

15.2.1. Applicable federal and state statutes and rules

15.2.2. Terms and Conditions of this Agreement

15.2.3. Any Amendment executed under this Agreement

15.2.4. Any SOW executed under this Agreement

15.2.5. Any other provisions of the Agreement, including materials incorporated by reference

16. INCOME

Any income earned by the SUB-RECIPIENT from the conduct of the SOW (e.g., sale of publications, registration fees, or service charges) must be accounted for, reported to WTSC, and that income must be applied to project purposes or used to reduce project costs.

17. INDEMNIFICATION

17.1. To the fullest extent permitted by law, the SUB-RECIPIENT shall indemnify and hold harmless the WTSC, its officers, employees, and agents, and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs of whatsoever kind ("claims") brought against WTSC arising out of or in connection with this Agreement and/or the SUB-RECIPIENT's performance or failure to perform any aspect of the Agreement. This indemnity provision applies to all claims against WTSC, its officers, employees, and agents arising out of, in connection with, or incident to the acts or omissions of the SUB-RECIPIENT, its officers, employees, agents, contractors, and subcontractors. Provided, however, that nothing herein shall require the SUB-RECIPIENT to indemnify and hold harmless or defend the WTSC, its agents, employees, or officers to the extent that claims are caused by the negligent acts or omissions of the WTSC, its officers, employees or agents; and provided further that if such claims result from the concurrent negligence of (a) the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors, and (b) the WTSC, its officers, employees, or agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors.

17.2. The SUB-RECIPIENT agrees that its obligations under this Section extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents in the performance of this agreement. For this purpose, the SUB-RECIPIENT, **by mutual negotiation**, hereby waives with respect to WTSC only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions chapter 51.12 RCW.

17.3. The indemnification and hold harmless provision shall survive termination of this Agreement.

18. INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

19. INSURANCE COVERAGE

19.1. The SUB-RECIPIENT shall comply with the provisions of Title 51 RCW, Industrial Insurance, if required by law.

19.2. If the SUB-RECIPIENT is not required to maintain insurance in accordance with Title 51 RCW, prior to the start of any performance of work under this Agreement, the SUB-RECIPIENT shall provide WTSC with proof of insurance coverage (e.g., vehicle liability insurance, private property liability insurance, or commercial property liability insurance), as determined appropriate by WTSC, which protects the SUB-RECIPIENT and WTSC from risks associated with executing the SOW associated with this Agreement.

20. LICENSING, ACCREDITATION, AND REGISTRATION

The SUB-RECIPIENT shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements and standards necessary for the performance of this Agreement. The SUB-RECIPIENT shall complete registration with the Washington State Department of Revenue, if required, and be responsible for payment of all taxes due on payments made under this Agreement.

21. RECORDS MAINTENANCE

21.1. During the term of this Agreement and for six years thereafter, the SUB-RECIPIENT shall maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended in the performance of the services described herein. These records shall be subject to inspection, review, or audit by authorized personnel of the WTSC, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration. The Office of the State Auditor, federal

auditors, the WTSC, and any duly authorized representatives shall have full access and the right to examine any of these materials during this period.

21.2. Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving them a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

22. RIGHT OF INSPECTION

The SUB-RECIPIENT shall provide right of access to its facilities to the WTSC or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement. The SUB-RECIPIENT shall make available information necessary for WTSC to comply with the right to access, amend, and receive an accounting of disclosures of their Personal Information according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The SUB-RECIPIENT shall upon request make available to the WTSC and the United States Secretary of the Department of Health and Human Services all internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of Personal Information obtained or used as a result of this Agreement.

23. RIGHTS IN DATA

23.1. WTSC and SUB-RECIPIENT agree that all data and work products (collectively called "Work Product") pursuant to this Agreement shall be considered works made for hire under the U.S. Copyright Act, 17 USC §101 et seq., and shall be owned by the state of Washington. Work Product includes, but is not limited to, reports, documents, pamphlets, advertisement, books, magazines, surveys, studies, computer programs, films, tapes, sound reproductions, designs, plans, diagrams, drawings, software, and/or databases to the extent provided by law. Ownership includes the right to copyright, register the copyright, distribute, prepare derivative works, publicly perform, publicly display, and the ability to otherwise use and transfer these rights.

23.2. If for any reason the Work Product would not be considered a work made for hire under applicable law, the SUB-RECIPIENT assigns and transfers to WTSC the entire right, title, and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof.

23.3. The SUB-RECIPIENT may publish, at its own expense, the results of project activities without prior review by the WTSC, provided that any publications (written, visual, or sound) contain acknowledgment of the support provided by NHTSA and the WTSC. Any discovery or invention derived from work performed under this project shall be referred to the WTSC, who will determine through NHTSA whether patent protections will be sought, how any rights will be administered, and other actions required to protect the public interest.

24. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to completion of the SOW under this Agreement, the WTSC may terminate the Agreement under the "TERMINATION FOR CONVENIENCE" clause, without the 30-day notice requirement. The Agreement is subject to renegotiation at the WTSC's discretion under any new funding limitations or conditions.

25. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

26. SITE SECURITY

While on WTSC premises, the SUB-RECIPIENT, its agents, employees, or sub-contractors shall conform in all respects with all WTSC physical, fire, or other security policies and applicable regulations.

27. TAXES

All payments of payroll taxes, unemployment contributions, any other taxes, insurance, or other such expenses for the SUB-RECIPIENT or its staff shall be the sole responsibility of the SUB-RECIPIENT.

28. TERMINATION FOR CAUSE

If the SUB-RECIPIENT does not fulfill in a timely and proper manner its obligations under this Agreement or violates any of these terms and conditions, the WTSC will give the SUB-RECIPIENT written notice of such failure or violation, and may terminate this Agreement immediately. At the WTSC's discretion, the SUB-RECIPIENT may be given 15 days to correct the violation or failure. In the event that the SUB-RECIPIENT is given the opportunity to correct the violation and the violation is not corrected within the 15- day period, this Agreement may be terminated at the end of that period by written notice of the WTSC.

29. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Agreement, either party may terminate this Agreement, without cause or reason, with 30 days written notice to the other party. If this Agreement is so terminated, the WTSC shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination.

30. TREATMENT OF ASSETS

30.1. Title to all property furnished by the WTSC shall remain property of the WTSC. Title to all property furnished by the SUB-RECIPIENT for the cost of which the SUB-RECIPIENT is entitled to be reimbursed as a direct item of cost under this Agreement shall pass to and vest in the WTSC upon delivery of such property by the SUB-RECIPIENT. Title to other property, the cost of which is reimbursable to the SUB-RECIPIENT under this Agreement, shall pass to and vest in the WTSC upon (i) issuance for use of such property in the performance of this Agreement, or (ii) commencement of use of such property in the performance of this Agreement, or (iii) reimbursement of the cost thereof by the WTSC in whole or in part, whichever first occurs.

30.2. Any property of the WTSC furnished to the SUB-RECIPIENT shall, unless otherwise provided herein or approved by the WTSC, be used only for the performance of this Agreement.

30.3. The SUB-RECIPIENT shall be responsible for any loss or damage to property of the WTSC which results from the negligence of the SUB-RECIPIENT or which results from the failure on the part of the SUB-RECIPIENT to maintain and administer that property in accordance with sound management practices.

30.4. If any WTSC property is lost, destroyed, or damaged, the SUB-RECIPIENT shall immediately notify the WTSC and shall take all reasonable steps to protect the property from further damage.

30.5. The SUB-RECIPIENT shall surrender to the WTSC all property of the WTSC upon completion, termination, or cancellation of this Agreement.

30.6. All reference to the SUB-RECIPIENT under this clause shall also include SUB-RECIPIENT's employees, agents, or sub- contractors.

31. WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement.

APPLICABLE CERTIFICATIONS AND ASSURANCES FOR HIGHWAY SAFETY GRANTS (23 CFR PART 1300 APPENDIX A):

32. BUY AMERICA ACT

The SUB-RECIPIENT will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using federal funds. Buy America requires the SUB-RECIPIENT to purchase only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use federal funds to purchase foreign produced items, the WTSC must submit a waiver request that provides an adequate basis and justification, and which is approved by the Secretary of Transportation.

33. DEBARMENT AND SUSPENSION

Instructions for Lower Tier Certification

33.1. By signing this Agreement, the SUB-RECIPIENT (hereinafter in this section referred to as the "lower tier participant") is providing the certification set out below and agrees to comply with the requirements of 2 CFR part 180 and 23 CFR part 1200.

33.2. The certification in this section is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

33.3. The lower tier participant shall provide immediate written notice to the WTSC if at any time the lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

33.4. The terms covered transaction, civil judgement, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200.

33.5. The lower tier participant agrees by signing this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by WTSC.

33.6. The lower tier participant further agrees by signing this Agreement that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for

lower tier covered transactions, and will require lower tier participants to comply with 2 CFR part 180 and 23 CFR part 1200.

33.7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

33.8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

33.9. Except for transactions authorized under paragraph 33.5. of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

33.10. The lower tier participant certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

33.11. Where the lower tier participant is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this Agreement.

34. THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

34.1. The SUB-RECIPIENT shall:

34.1.1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the SUB-RECIPIENT's workplace, and shall specify the actions that will be taken against employees for violation of such prohibition.

34.1.2. Establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace; the SUB- RECIPIENT's policy of maintaining a drug-free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug violations occurring in the workplace.

34.1.3. Make it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph 34.1.1. of this section.

34.1.4. Notify the employee in the statement required by paragraph 34.1.1. of this section that, as a condition of employment under the grant, the employee will abide by the terms of the statement, notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction, and notify the WTSC within 10 days after receiving notice from an employee or otherwise receiving actual notice of such conviction.

34.1.5. Take one of the following actions within 30 days of receiving notice under paragraph 34.1.3. of this section, with respect to any employee who is so convicted: take appropriate personnel action against such an employee, up to and including termination, and/or require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

34.1.6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

35. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

In accordance with FFATA, the SUB-RECIPIENT shall, upon request, provide WTSC the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

36. FEDERAL LOBBYING

36.1. The undersigned certifies, to the best of his or her knowledge and belief, that:

36.1.1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

36.1.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

36.1.3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grant, loans, and cooperative agreements), and that all sub-recipients shall certify and disclose accordingly.

36.2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

37. NONDISCRIMINATION (Title VI, 42 U.S.C. § 2000d et seq.)

37.1. During the performance of this Agreement, the SUB-RECIPIENT agrees:

37.1.1. To comply with all federal statutes and implementing regulations relating to nondiscrimination ("Federal

Nondiscrimination Authorities"). These include but are not limited to:

37.1.1.1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252

37.1.1.2. 49 CFR part 21

37.1.1.3. 28 CFR section 50.3

37.1.1.4. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970

37.1.1.5. Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.)

37.1.1.6. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.)

37.1.1.7. The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.)

37.1.1.8. The Civil Rights Restoration Act of 1987

37.1.1.9. Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189)

37.1.1.10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations

37.1.1.11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency

37.1.1.12. Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government

37.1.1.13. Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation

37.1.2. Not to participate directly or indirectly in the discrimination prohibited by any federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR Part 21 and herein.

37.1.3. To keep and permit access to its books, records, accounts, other sources of information, and its facilities as required by the WTSC, USDOT, or NHTSA in a timely, complete, and accurate way. Additionally, the SUB-RECIPIENT must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance

37.1.4. That, in the event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding Agreement, the WTSC will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies, and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part.

37.1.5. In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the SUB-RECIPIENT hereby gives assurance that it will promptly take any measures necessary to ensure that: "No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA".

37.1.6. To insert this clause, including all paragraphs, in every sub-contract and sub-agreement and in every solicitation for a sub- contract or sub-agreement that receives federal funds under this program.

38. POLITICAL ACTIVITY (HATCH ACT)

The SUB-RECIPIENT will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

39. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

The SUB-RECIPIENT will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists. This Agreement does not include any aspects or elements of helmet usage or checkpoints, and so fully complies with this requirement.

40. STATE LOBBYING

None of the funds under this Agreement will be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a state official whose salary is supported with NHTSA funds from engaging in direct communications with state or local legislative officials, in accordance with customary state practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

41. CERTIFICATION ON CONFLICT OF INTEREST

41.1. No employee, officer or agent of the SUB-RECIPIENT who is authorized in an official capacity to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward.

41.2. Based on this policy:

41.2.1. The SUB-RECIPIENT shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents. The code or standards shall provide that the SUB-RECIPIENT's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential sub-awardees, including contractors or parties to subcontracts and establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulation.

41.2.2. The SUB-RECIPIENT shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

41.3. No SUB-RECIPIENT, including its officers, employees or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities.

41.3.1. The SUB-RECIPIENT shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to WTSC. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.

42. DESIGNATED CONTACTS

The following named individuals will serve as designated contacts for each of the parties for all communications, notices, and reimbursements regarding this Agreement:

The Contact for the SUB-RECIPIENT is:	The Target Zero Manager for Region 5 is:	The Contact for WTSC is:
Sgt. Robert Hoag 18421 Veterans Memorial Drive E. Bonney Lake, WA 98391	Vacant as of September 8, 2023.	Jerry Noviello WTSC Program Manager jnoviello@wtsc.wa.gov 360-725-9897

AUTHORITY TO SIGN

The undersigned acknowledge that they are authorized to execute this Agreement and bind their respective agencies or entities to the obligations set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement.

SUB-RECIPIENT:

Signature

Printed Name

Title

Date

WASHINGTON TRAFFIC SAFETY COMMISSION

Signature

Printed Name

Title

Date

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

Department/Staff Contact: PD / Mark Berry	Meeting/Workshop Date: 14 November 2023	Agenda Bill Number: AB23-149
Agenda Item Type: Resolution	Ordinance/Resolution/Motion Number: 3190	Sponsor:

Agenda Subject: Enumclaw Jail Contract

Full Title/Motion: A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, To Sign A Contract With The City Of Enumclaw To Provide Six Jail Beds Per Day, Guaranteed.

Administrative Recommendation: Approve

Background Summary: The Bonney Lake Police Department seeks to increase efficiencies and safety with regards to prisoner incarceration and transports for court. Enumclaw Jail is able to provide six guaranteed jail beds per day for Bonney Lake at a cost of \$90/per bed (\$540/day). The Court estimates that Bonney Lake’s average daily population for incarceration is approximately 13 per day. In addition, Bonney Lake will have access to the video arraignment system. Having one jail where original arrests can be booked will assist with efficiency as well as security since the prisoners will not need to be transported to court for arraignment.

Attachments: Resolution 3190 & Interlocal Agreement with the City of Enumclaw.

BUDGET INFORMATION				
Budget Amount	Current Balance	Required Expenditure	Budget Balance	Fund Source
		197,640		<input checked="" type="checkbox"/> General <input type="checkbox"/> Utilities <input type="checkbox"/> Other
Budget Explanation: This would come out of the general fund detention and corrections line item.				

COMMITTEE, BOARD & COMMISSION REVIEW			
Council Committee Review: Public Safety Date: 14 November 2023	<i>Approvals:</i>		Yes No
	Chair/Councilmember Justin Evans	□	□
	Councilmember Angela Baldwin	□	□
	Councilmember Gwendolyn Fullerton	□	□
Forward to:	Consent Agenda:	□	□
Commission/Board Review:			
Hearing Examiner Review:			

COUNCIL ACTION	
Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s):	Tabled to Date:

APPROVALS		
Director: <i>Mark Berry</i>	Mayor: <i>Michael McCullough</i>	Date Reviewed by City Attorney: (if applicable)

RESOLUTION NO. 3190

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN A CONTRACT WITH THE CITY OF ENUMCLAW FOR GUARANTEED JAIL SPACE.

WHEREAS, the Bonney Lake Police Department has an obligation to apprehend and incarcerate prisoners; and

WHEREAS, the lack of jail space often hampers the ability to book arrestees; and

WHEREAS, the Bonney Lake Police Department is seeking to contract with the Enumclaw Jail to provided six guaranteed beds per day as well as video arraignment services; and

WHEREAS, original arrestees will be booked into the Enumclaw Jail when capacity allows; and

WHEREAS, the Bonney Lake Police Department will coordinate with the Bonney Lake Municipal Court to schedule video arraignment times;

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

Section 1. The Mayor is hereby authorized to sign the contract with the City of Enumclaw.

PASSED by the City Council this ___ day of _____, 2023.

Michael McCullough, Mayor

AUTHENTICATED:

Sadie A. Schaneman, CMC, City Clerk

INTERLOCAL AGREEMENT BETWEEN THE CITY OF ENUMCLAW, WASHINGTON
AND THE CITY OF BONNEY LAKE, WASHINGTON

FOR THE HOUSING OF INMATES IN THE ENUMCLAW CITY JAIL

THIS INTERLOCAL AGREEMENT is dated effective this 1st day of January 2024, by and between the City of Bonney Lake, Washington, a Municipal Corporation, and the City of Enumclaw, Washington, a Municipal Corporation, each party having been duly organized and now existing under the laws of the State of Washington.

WITNESSETH:

WHEREAS, the Chief of Police for the City of Enumclaw (hereinafter "Enumclaw") is authorized by law to have charge and custody of the City of Enumclaw Jail (hereinafter "Enumclaw Jail"); and

WHEREAS, the City of Bonney Lake (hereinafter "Bonney Lake") is authorized by law to have charge and custody of Bonney Lake inmates; and

WHEREAS, Bonney Lake wishes to designate the Enumclaw Jail as a place of confinement for the incarceration of one or more inmates lawfully committed to its custody; and

WHEREAS, Enumclaw desires to accept and keep in its custody such inmate(s) in the Enumclaw Jail for a rate of compensation mutually agreed upon by the parties hereto; and

WHEREAS, RCW 39.34.080 and other Washington law, as amended, authorizes any city to enter into an interlocal agreement to permit another city to perform any governmental service, activity, or undertaking which either city is authorized by law to perform; and

WHEREAS, the governing bodies of each of the parties hereto have determined to enter into the Agreement as authorized and provided for by RCW 39.34.080 and other Washington law, as 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 consideration, the parties hereto agree as follows:

1. JAIL AVAILABILITY

Enumclaw shall provide guaranteed jail space for six (6) Bonney Lake inmates per day. Enumclaw shall have discretion in determining whether or not space is available but shall make reasonable efforts to accommodate Bonney Lake inmates in addition to the six guaranteed beds.

2. COMPENSATION

(a) Bonney Lake shall pay for the quarterly guaranteed bed days set forth in Exhibit A at the rates and amounts set forth in Exhibit A. Bonney Lake shall pay for the quarterly guaranteed number of bed days even if Bonney Lake fails to utilize all of the guaranteed bed days for the quarter. Unused bed days do not roll over to the next quarter. If Bonney Lake reaches the guaranteed bed day number for a particular quarter prior to the end of the quarter, the rate for any additional bed days shall be the City's daily rate of \$120.00 (the "Daily Rate"). A bed day shall mean housing of one (1) inmate for one (1) calendar day, or any portion thereof. The Daily Rate may be increased annually by Enumclaw. Enumclaw shall provide written notice to Bonney Lake at least thirty (30) days before the effective date of any Daily Rate increase. The parties agree that Enumclaw will not charge a separate booking fee in addition to such rates.

(b) At the end of each quarter, Enumclaw shall provide Bonney Lake with an itemized bill for housing Bonney Lake inmates for the quarter. Bonney Lake agrees to make full payment to Enumclaw within thirty (30) days of receipt of such bill for the amount billed for the previous quarter.

(c) Enumclaw shall provide a quarterly summary to the appropriate officers of Bonney Lake, setting forth in detail the number of inmate days and number of bookings for which Bonney Lake was responsible in the preceding quarter, including the inmates and the costs incurred for each inmate pursuant to the terms of this agreement. Bonney Lake, upon reasonable notice and during regular business hours, shall have the right to review all books of accounts, dockets, and records of Enumclaw pertaining to the confinement of Bonney Lake inmates.

3. DURATION OF INMATE STAY/TYPES OF INMATES

At the time a person is presented to the Enumclaw Jail for booking by a City of Bonney Lake officer, the Enumclaw corrections staff will determine whether the suspect and/or inmate will be accepted for booking. Enumclaw reserves the right, in its sole discretion, to not accept persons injured, extremely ill, or exhibiting behavior that presents an obvious danger to the staff or other inmates. In the event an inmate is not accepted for booking, Enumclaw shall provide written notice (email is acceptable) to the City of Bonney Lake Police Department indicating why the booking was declined.

(a) Duration of Inmate Stay. The parties agree that the maximum length of stay per inmate, including pre- and post-trial, may not exceed 365 consecutive calendar days per misdemeanor sentence.

(b) Types of Inmates accepted by Enumclaw Jail. The City of Bonney Lake may not book violent felons into the Enumclaw Jail. "Violent felon" is defined as any person being held for suspicion, warrant, or arrest for any felony crime against a person. The city of Bonney Lake may book nonviolent felons for a one-night stay provided that the City of Bonney Lake transports any such nonviolent felons the following day to another jail facility.

(c) Collection of insurance information. Enumclaw agrees to collect medical insurance information from inmates when they are booked into the Enumclaw Jail pursuant to RCW 70.48.130.

4. RIGHT OF INSPECTION

City of Bonney Lake shall have the right to inspect, at all reasonable times, all of the Enumclaw Jail in which City of Bonney Lake inmates are confined in order to determine if such jail maintains standards of confinement acceptable to City of Bonney Lake and that such inmates therein are treated equally regardless of race, religion, color, creed or national origin; provided, however, that Enumclaw shall be obligated to manage, maintain and operate its facilities consistent with all applicable federal, state and local laws and regulations.

5. FURLOUGHS, PASSES, AND WORK RELEASE

Enumclaw agrees that no early releases or alternatives to incarceration, including furloughs, passes, work crews, electronic home detention, or work release shall be granted to any inmate housed pursuant to this Agreement without written authorization by the committing court. Enumclaw shall be under no obligation to allow furloughs, passes, work crews, electronic home detention, or work release if an inmate has an outstanding warrant(s) from another jurisdiction(s) without prior coordination with the affected jurisdiction and City of Bonney Lake.

6. INMATE ACCOUNTS AND VALUABLES

(a) Enumclaw shall establish and maintain an account for each inmate received from the City of Bonney Lake and shall credit to such account all money that is received and shall make disbursements, debiting such accounts in accurate amounts for the inmate's personal needs. Disbursements shall be made in limited amounts as are reasonably necessary for personal maintenance. At either the termination of this Agreement, the inmate's death, or return to either City of Bonney Lake or indefinite release to the court, the inmate's money shall be transferred to the inmate's account in the care of the City of Bonney Lake. Upon release from incarceration, Enumclaw shall return any remaining money to the inmate.

(b) Enumclaw shall receive and store property for Bonney Lake inmates. The property shall fit in a property bag such as a paper grocery bag or small clear plastic bag.

7. RESPONSIBILITY FOR OFFENDER'S CUSTODY

It shall be the responsibility of Enumclaw 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 the inmates' physical needs; to make available to them programs and/or treatment consistent with the individual needs; to retain them in said custody; to supervise them; to maintain proper discipline and control; 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 Enumclaw, 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, or which are not otherwise required by law.

8. MEDICAL SERVICES

(a) Inmates from the City of Bonney Lake shall receive, and Enumclaw shall arrange for such medical, psychiatric, and dental treatment as may be necessary to safeguard their health while housed in the Enumclaw Jail and shall notify City of Bonney Lake prior to any consultation for non-emergency outside services. Except for in-house routine minor medical services that can be treated by Enumclaw Jail staff, City of Bonney Lake shall pay directly or reimburse Enumclaw for all costs associated with the delivery of any medical, psychiatric, and/or dental services provided to the City of Bonney Lake inmates; provided that the City of Bonney Lake has the option to remove inmates if at City of Bonney Lake's discretion, it believes that another jail would be more appropriate for addressing the inmate's medical needs.

(b) Enumclaw shall keep adequate records of all such services and said records shall be available for the City of Bonney Lake's review at its request.

(c) Except in emergencies, the City of Bonney Lake will be notified by contacting the City of Bonney Lake Police Department on duty Sergeant/senior officer through South Sound 911 Eastside Dispatch at 1-253-798-2009 prior to the inmate's transfer to a hospital and nothing herein shall preclude the City of Bonney Lake from retaking the ill or injured inmate(s). Any emergency medical, psychiatric, or dental services shall be reported to the City of Bonney Lake as soon as time permits.

(d) If inmates held on City of Bonney Lake charges are transported to a local hospital facility, the short-term security of said inmates shall be the responsibility of the City of Enumclaw. Short-term security is defined as less than three (3) hours.

9. DISCIPLINE

Enumclaw shall have physical control over and power to execute disciplinary authority over all City of Bonney Lake 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 State of Washington.

10. RECORDS AND REPORTS

Enumclaw shall keep all necessary and pertinent records concerning the City of Bonney Lake inmates in the manner mutually agreed upon by the parties hereto. During an inmate's confinement in the Enumclaw Jail, the City of Bonney Lake shall upon request be entitled to receive and be furnished with copies of any report or record associated with said inmate(s) incarceration. Enumclaw further agrees to cooperate diligently with the City of Bonney Lake, upon request, in meeting its obligations to provide public records under Chapter 42.56 RCW when a request made to the City of Bonney Lake seeks records related to an inmate housed in the Enumclaw Jail pursuant to this Agreement.

11. REMOVAL FROM THE JAIL

A City of Bonney Lake inmate legally confined in the Enumclaw Jail shall not be removed therefrom by any person without written authorization from the City of Bonney Lake or by order of any court having jurisdiction. Enumclaw agrees that no early releases or alternatives to incarceration, including furloughs,

passes, work release, work crews or electronic home detention shall be granted to any inmate without written authorization from the committing court. This paragraph shall not apply to an emergency necessitating the immediate removal of the inmate for medical, dental, psychiatric treatment, or other catastrophic condition presenting an imminent danger to the safety of the inmate or to other inmates or Enumclaw Jail personnel. In the event of any such emergency removal, Enumclaw shall inform the City of Bonney Lake of the whereabouts of the inmate or inmates so removed, at the earliest practicable time, and shall exercise all reasonable care for the safekeeping and custody of such inmate or inmates.

12. ESCAPES

In the event any City of Bonney Lake inmate shall escape from Enumclaw's custody, Enumclaw will use all reasonable means to recapture the inmate. The escape shall be reported immediately to the City of Bonney Lake. Enumclaw shall have the primary responsibility for and authority to file escape charges and direct the pursuit and retaking of the inmate or inmates within its own jurisdiction. Any cost in connections therewith shall be chargeable to and borne by Enumclaw; however, Enumclaw shall not be required to expend unreasonable amounts to pursue and return inmates from other states or other countries.

13. DEATH OF AN INMATE

(a) In the event of the death of a City of Bonney Lake inmate, the King County Coroner shall be notified. The City of Bonney Lake shall receive copies of any records made at or in connection with such notification.

(b) Enumclaw shall immediately notify the City of Bonney Lake of the death of a City of Bonney Lake inmate, furnish information as requested, and follow the instructions of the City of Bonney Lake with regard to the disposition of the body. The body shall not be released except on written order of the appropriate officials of the City of Bonney Lake. Written notice pertaining to the release shall be provided within three weekdays of receipt by the City of Bonney Lake of notice of such death. All expenses relative to any necessary preparation of the body and shipment charges shall be paid by the City of Bonney Lake. With the City of Bonney Lake's consent, Enumclaw may arrange for burial and all matters related or incidental thereto, and all such expenses shall be paid by the City of Bonney Lake. The provisions of this paragraph shall govern only the relations between or among the parties hereto and shall not affect the liability of any relative or other person for the disposition of the deceased or for any expenses connected therewith.

(c) The City of Bonney Lake shall receive a certified copy of the death certificate for any of its inmates who have died while in Enumclaw's custody.

14. REMOVING OF INMATES

Enumclaw reserves the right to refuse to accept an inmate, not meeting the intake criteria outlined in part 3 above or refuse to continue to house an inmate if the inmate, in the opinion of Enumclaw personnel, has an illness or injury that may adversely affect Jail operations, presents a substantial risk of escape, or is a threat to the safety or general welfare of Enumclaw personnel or other inmates. In the event the confinement of any City of Bonney Lake inmate is terminated for any reason the City of Bonney Lake shall, at its expense, retake such inmate from the Enumclaw Jail within four (4) hours after receipt of such request, if such request is made during regular business hours of 8:00 a.m. to 5:00 p.m.. For removal requests made after normal business hours, the City of Bonney Lake shall retake such inmate from the Enumclaw Jail by noon the following business day. In the event Enumclaw requests an inmate be removed, Enumclaw shall provide written notice (email is acceptable) to the City of Bonney Lake Police Department indicating why Enumclaw requested the removal of the inmate.

15. GOVERNING LAW

The parties hereto agree that, except where expressly otherwise provided, the laws and administrative rules and regulations of the State of Washington shall govern in any matter relating to an inmate(s) confined pursuant to the Agreement.

16. DURATION

This Agreement shall enter into full force and effect from January 1, 2024 and renew automatically annually, subject to earlier termination as provided by Section 17 herein. Nothing in the Agreement shall be construed to require the City of Bonney Lake to house inmates in the Enumclaw Jail continuously.

17. TERMINATION

(a) By either party. This Agreement may be terminated by written notice from either party, and the other party delivered by regular mail to the contact person identified herein, provided that termination shall become effective ninety (90) working days after receipt of such notice. The city of Bonney Lake agrees to remove any inmate(s) from the Enumclaw Jail by the close of said ninety (90) day notice period. Notice shall state the grounds for termination and the specific plan for accommodating the affected inmates.

(b) By City of Bonney Lake due to lack of funding. The obligation of the City of Bonney Lake to pay Enumclaw under the provision of this Agreement beyond the close of the current fiscal year (December 31, 2024) is expressly made contingent upon the appropriation, and budgeting availability of sufficient funds by City of Bonney Lake. In the event that such funds are not budgeted, appropriated, or otherwise made available for the purpose of payment under this Agreement at any time after December 31, 2024, then the City of Bonney Lake shall have the option of terminating the Agreement upon written notice to Enumclaw as provided in subsection 17(a), except that all services provided to that point shall be compensated at the agreed rate. The termination of this Agreement for this reason will not cause any penalty to be charged to the City of Bonney Lake.

(c) In the event of termination of this Agreement for any reason, the City of Bonney Lake shall compensate Enumclaw for inmates housed by Enumclaw after notice of such termination until the City of Bonney Lake retakes its inmates. Compensation shall be paid in the same manner and at the same rates set forth under Section 2, just as if this agreement had not been terminated.

18. MAILING ADDRESSES

All notices, reports, and correspondence to the respective parties of this Agreement shall be sent to the following:

City of Enumclaw: Enumclaw Police Department
1705 Wells St.
Enumclaw, WA 98322

Contact Person: Tim Floyd, Chief of Police

City of Bonney Lake: Bonney Lake Police Department
18421 Veterans Memorial Dr. E.
Bonney Lake, WA 98391

Contact Person: Mark Berry, Chief of Police

19. HOLD HARMLESS AND INDEMNIFICATION

(a) Enumclaw will assume the liability for the custody and care of the City of Bonney Lake inmates once they are in the custody of Enumclaw. Enumclaw shall defend, indemnify and hold the City of Bonney Lake, its officers, officials, employees, and volunteers harmless from claims, injuries, damages, losses, or suits including reasonable attorney fees, arising out of or in connection with Enumclaw’s performance of this Agreement to the extent that said claims, injuries, damages, losses or suits, including reasonable attorney fees, are caused by or result from the wrongful actions of Enumclaw.

(b) Enumclaw will assume no liability for the custody and care of City of Bonney Lake inmates when they are not in the custody of Enumclaw. City of Bonney Lake shall defend, indemnify and hold Enumclaw, its officers, officials, employees, and volunteers harmless from claims, injuries, damages, losses, or suits including

reasonable attorney fees, arising out of or in connection with City of Bonney Lake's performance of this Agreement to the extent that said claims, injuries, damages, losses, or suits, including reasonable attorney fees, are caused by or result from the wrongful actions of City of Bonney Lake. In addition, City of Bonney Lake shall defend, indemnify and hold Enumclaw harmless for any and all claims, injuries, damages, losses, or suits, including reasonable attorney fees, arising out of or in connection with any and all allegations of false arrest or false imprisonment.

(c) It is further specifically and expressly understood that the indemnification provided herein constitutes the parties' waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

20. INSURANCE REQUIREMENTS

(a) Each party agrees to provide the other with evidence of insurance coverage, in the form of a certificate of insurance coverage 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 obligations set forth in this Agreement;

(b) Each party shall obtain and maintain throughout the term of this agreement coverage in the minimum liability limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate for its liability exposures, including commercial general liability, errors and omissions, automobile liability and police professional liability. Liability coverage shall be provided on an occurrence basis.

(c) The coverage evidenced in Section 20(b) may not be sufficient to cover all liability losses and related claim settlement expenses. Evidence of these limits of coverage does not relieve the City of Enumclaw from liability for losses and settlement expenses greater than these limits.

21. MISCELLANEOUS

(a) City of Bonney Lake inmates incarcerated in the Enumclaw Jail pursuant to this Agreement shall be transported to Enumclaw by and at the expense of City of Bonney Lake and shall be returned, if necessary, to City of Bonney Lake by Bonney Lake personnel and at City of Bonney Lake's expense. Enumclaw is not responsible for the transportation of City of Bonney Lake inmates under this Agreement and shall be reimbursed by the City of Bonney Lake for any actual expenses incurred in the transport of an inmate if, in fact, transportation of an inmate by Enumclaw becomes necessary.

(b) A copy of this agreement, once executed, will be filed with King County or alternatively, listed by subject on the Parties' websites or other electronically retrievable source, as required by RCW 39.34.040.

(c) This Agreement replaces and supersedes all prior agreements between the Parties relating to jail services.

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed in duplicate by the parties hereto and made effective on the day and year first above written:

CITY OF BONNEY LAKE

CITY OF ENUMCLAW

John Vodopich, City Administrator

Chris Searcy, City Administrator

Mark Berry, Chief of Police

Tim Floyd, Chief of Police

ATTEST:

Woody Edvalson, Administrative Services
Director/City Clerk

Approved as to Form:

Kathleen Haggard, City Attorney

ATTEST:

Jessica Rose, City Clerk

Approved as to Form:

Brett Vinson, City Attorney

Exhibit “A” to Agreement

<u>Quarter Ending On</u>	<u>Guaranteed Contract Bed Days</u>	<u>Compensation Due</u>
March 31st, 2024	546 Bed Days billed at \$90.00 per bed day	\$49,140 + any extra bed days
June 30th, 2024	546 Bed Days billed at \$90.00 per bed day	\$49,140 + any extra bed days
September 30th, 2024	552 Bed Days billed at \$90.00 per bed day	\$49,680 + any extra bed days
December 31st, 2024	552 Bed Days billed at \$90.00 per bed day	\$49,680 + any extra bed days

All extra bed days shall be billed at the Daily Rate.