



**CHEHALIS TRIBAL JAIL
SERVICE AGREEMENT**

THIS AGREEMENT is made and entered into this 28th day of September, 2010 by and between the Confederated Tribes of the Chehalis Reservation, a Federally Recognized Indian Tribe, herein after referred to as "Chehalis" and the City of Tumwater, a Washington municipal corporation, herein referred to as "Tumwater" or the "Second Party" in the Agreement. This is for the housing of inmates of the Second Party in the Chehalis Tribal Jail.

THE PARTIES HEREBY AGREE as follows:

SERVICE. Chehalis shall care for prisoners placed in the custody of officers of the Chehalis Tribal Jail. "Prisoners" may include any person arrested, sentenced by the court or held under authority of any Law or ordinance of the Second Party. Provided, that the Chehalis Tribal Chief of Police, or his or her designee, shall have the right to refuse to accept custody that in his or her opinion would result in overcrowding of the jail, or present an unacceptable health, safety or security risk. If not accepted, Chehalis will provide written notice indicating why booking was declined.

CARE. "Care" shall mean room and board and basic medical care. "Basic Medical care" shall include in-house routine minor medical services that can be treated by Chehalis Tribal Jail staff according to their current level of training with the supplies available at the Chehalis Tribal Jail facility at that time. In addition, prisoners housed pursuant to this Agreement shall be subject to the same rules and regulations required of other prisoners housed in the Chehalis Tribal Jail.

DURATION OF CONTRACT. This Agreement shall begin on the date it is executed by both parties and continue until December 31, 2010. It shall automatically renew at successive one-year intervals thereafter unless terminated as specified or modified through an amended Agreement executed by both parties.

TERMINATION. This Agreement may be terminated by written notice from either party provided that the termination shall become effective thirty (30) days after receipt of such notice. Within said thirty days, Tumwater agrees to remove its prisoner(s) from the Chehalis Tribal Jail.

RELEASE. Prisoners who have not served their full time will not be released except upon written order of the Second Party's court unless release is authorized by another provision of this Agreement or as ordered by a competent court. Release for scheduled court appearances will be to the Tumwater Police.

PAYMENT. The Second Party shall pay to Chehalis the amount of Twenty (20.00) dollars for a booking fee per inmate and Fifty (50.00) dollars per inmate per day for care. A "day" is the period beginning at 12:00 A.M. and ending at 11:59:59 P.M., Pacific Standard or Daylight time, whichever is then applicable.

The Second Party shall only be charged the booking fee for anything less than four (4) hours of custody time. Chehalis will submit a monthly invoice for prisoners housed pursuant to this Agreement and it will be forwarded to the Second Party. The Second Party shall pay such invoices within thirty (30) days of receipt. Should the Second Party not pay the invoice within sixty (60) days of receipt of invoice, Chehalis acting through its Chief of Police or his or her designee will not accept prisoners, and reserves the right to suspend all other obligations under this Agreement until the delinquent amount is paid in full.

MEDICAL CARE. Except for Basic Medical care, the Second Party shall be solely responsible for the medical care and medical expenses of prisoners housed pursuant to this Agreement, provided, that when a prisoner has his/her own medical coverage, Chehalis will coordinate with the Second Party so that such insurance may be utilized. In the event that a prisoner requests non-urgent outside medical care, Chehalis shall contact the Second Party for approval. The Second Party shall provide Chehalis with the names and telephone numbers of designated contact people who shall be available and authorized to approve medical treatment. . Failure of the Second Party to approve medical care, or any unreasonable delay in giving such approval, shall relieve Chehalis of liability for any injury resulting therefrom. In the event that Chehalis deems a prisoner to be in need of urgent or emergency care, Chehalis shall make all possible efforts to contact the Second Party but may take any action it deems necessary to provide the prisoner with urgent or emergency medical care without obtaining prior approval if unable to contact the Second Party. Nothing shall preclude the Second Party from retaking the ill or insured inmates. The Second Party shall bear all costs of medical care, including without limitation, such urgent or emergency care, including, but not limited to, the cost of the services provided to the prisoner and the cost of transporting a prisoner to a medical facility. If inmates are transported to a local hospital facility, the short term security of the inmates shall be the responsibility of Chehalis. Chehalis shall give the Second Party notice by telephone, as soon as practicable, that its officers are transporting or have transported a prisoner to a local medical facility for urgent or emergency care. Upon receiving such notice, the Second Party shall make its best efforts to relieve the Chehalis officers at the medical facility as soon as possible. Chehalis officers shall return to the Chehalis Tribal Jail upon being relieved by the Second Party's officers or upon receipt of an order of release from the Second Party. Chehalis shall not be liable under any cause of action arising out of the supervision, or failure thereof, of any prisoner receiving treatment in an outside medical facility once Chehalis officers are relieved by the Second Party's officers, or receive an order of release from the Second Party.

The Second Party shall protect, defend, hold harmless and indemnify Chehalis from and against all claims, suits and actions related to the medical care of prisoners housed under this Agreement which result from the failure of the Second Party to approve such medical care for any reason other than injuries resulting from the negligent act or omission of Chehalis or its officers.

TRANSPORTATION. The Second Party shall be solely responsible for furnishing transportation for prisoners housed pursuant to this Agreement. The Second Party may request that Chehalis provide necessary transportation and Chehalis shall make its best efforts to provide such transport subject to staff availability.

The parties agree that the Second Party shall compensate Chehalis for the transport of any prisoner housed under this Agreement. Compensation shall include the cost of Chehalis Tribal Correctional Officers' labor as determined by their current wages from the Chehalis Tribal Jail, from the time that Chehalis Tribal Correctional Officers leave the Chehalis Tribal Jail with the prisoner to the time they return to the Chehalis Tribal Jail, as well as reimbursement for mileage expenses at the Federal rate as determined by the Internal Revenue Service.

CUSTODY TRANSFER. Officers of the Second Party placing a prisoner in custody of Chehalis will be required to remain in the immediate presence of the prisoner at all times until the booking process is complete. This will mean that until the booking process is done, the prisoner will remain in the Second Party's custody until the prisoner is placed in a cell. At that time only will Chehalis take custody.

RELATIONSHIP OF THE PARTIES. The parties intend that an independent governmental relationship will be created by this Agreement. No agent, employee or representative of either party shall be deemed to be an agent, employee or representative of the other party for any purpose. Each party shall be solely responsible for its acts and for the acts of its agents, employees and representatives.

INDEMNIFICATION. The Second Party shall protect, defend, save harmless and indemnify Chehalis from and against all claims, suits and actions resulting from the negligent acts or omissions of the Second Party in the performance of this agreement.

Chehalis shall protect, defend, save harmless and indemnify the Second Party from and against all claims, suits and actions resulting from the negligent acts or omissions of Chehalis in the performance of this agreement.

MODIFICATION OF AGREEMENT. No changes of, nor additions to this Agreement shall be valid nor binding upon either party unless such change or addition be in written execution by both parties.

GOVERNING LAW. The parties hereto agree that, except where expressly otherwise provided, the laws of the State of Washington shall govern in all matters relating to inmates confined pursuant to this Agreement.

In the event of any dispute, claim or controversy arising out of this Agreement or breach thereof, any action to adjudicate such claim or controversy shall be heard in the Superior Court of Thurston County, Washington.

SIGNED AND DATED this 28th day of September 2010.

FOR CHEHALIS:

Confederated Tribes of the
Chehalis Indian Reservation
420 Howanut Road
Oakville, WA 98568



David Burnett
Tribal Chairman

FOR TUMWATER:

City of Tumwater
555 Israel Road SW
Tumwater, WA 98501



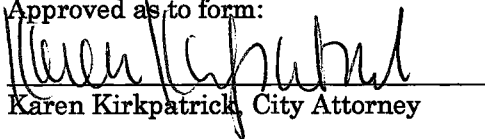
Pete Kmet
Mayor

Attest:



James Hendrickson, City Clerk

Approved as to form:



Karen Kirkpatrick, City Attorney