

NISQUALLY JAIL SERVICE AGREEMENT

THIS AGREEMENT is made and entered into on this 1st day of January, 2012 by and between the Nisqually Indian Reservation a Federally Recognized Indian Tribe, herein after referred to as "Nisqually" and the City of Tumwater, a Washington municipal corporation, hereinafter referred to as "Tumwater". This agreement is for the housing of inmates of Tumwater in the Nisqually Detention and Corrections Center herein referred to as "jail".

THE PARTIES HEREBY AGREE as follows:

1. **SERVICE.** Nisqually shall care for prisoners placed in the custody of officers of the Nisqually Jail. The term "prisoner" shall include any person arrested, sentenced by court or held under authority of any law or ordinance of Tumwater; provided, that the Nisqually Police Chief shall have the right to refuse to accept custody if in his opinion that would result in overcrowding of the jail or unacceptable health, safety or security risks. If not accepted, Nisqually will provide written notice indicating why booking was declined.
2. **CARE.** "Care" shall mean room and board and basic medical care. Basic medical care shall include in-house routine medical services that can be treated by Nisqually jail staff according to their current level of training with the supplies available at the Jail. In addition, prisoners housed pursuant to this agreement shall be subject to the same rules and regulations required of other prisoners housed in the Nisqually jail.
3. **DURATION OF CONTRACT.** The term of this agreement shall be for five years commencing on the date above. The agreement may be terminated without cause by either party by providing the other party with thirty (30) days written notice.
4. **RELEASE.** Prisoners will only be released when they have served their full time unless release is authorized by any other provision of this agreement or is ordered by a court of competent jurisdiction.
5. **PAYMENT.** The City of Tumwater shall pay to Nisqually the amount of Twenty Dollars (\$20.00) for a booking fee and Fifty Dollars (\$50.00) per day per prisoner for care. A "day" is the twenty- four hour period beginning at 12:00 a.m. and ending at 11:59 PM in the Pacific Time Zone. Tumwater shall be charged the booking fee only for anything less than two hours of custody time. Nisqually shall at all times make two (2) jail beds available for the City of Tumwater prisoners. Tumwater shall pay the fifty dollar (\$50.00) daily prisoner rate for each of the two beds whether used by Tumwater or not. Nisqually will submit a monthly invoice to Tumwater for prisoners housed pursuant to this agreement. Tumwater shall pay such invoices within 30 days of receipt. Interest at the rate of 12% per annum shall be charged on all past due amounts.

Without prejudice to any other contract rights available to it, if Tumwater does not pay the invoice within 60 days of receipt of invoice, Nisqually, acting through it's Police Chief, will not accept prisoners until the delinquent amount is paid in full.

6. **MEDICAL CARE.** Except for basic medical care, Tumwater shall be solely responsible for the medical care and medical expenses of prisoners housed pursuant to this agreement, provided that if the prisoner has his or her own medical coverage, Nisqually will coordinate with Tumwater so that such insurance may be utilized. In the event that a prisoner requests non-urgent outside medical care, Nisqually shall contact Tumwater for approval. Tumwater shall provide Nisqually with the names and telephone numbers of designated contact people who shall be available on a 24-hour basis and authorized to approve medical treatment. Failure of Tumwater to approve medical care shall relieve Nisqually of liability to for any injury resulting therefrom. Nothing shall preclude Tumwater from retaking the ill or injured prisoner. In the event that Nisqually deems a prisoner to be in need of urgent or emergency care, Nisqually shall make best efforts to contact Tumwater but may take any action it deems necessary to provide the prisoner with the needed care without obtaining prior approval. If prisoners are transported to a local hospital, the security of the prisoner shall be the responsibility of Nisqually.

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

7. **TRANSPORTATION.** Tumwater shall be solely responsible for furnishing transportation for prisoners housed pursuant to this agreement. Tumwater may request that Nisqually provide necessary transportation and Nisqually shall make best efforts to provide such transportation, subject to staff availability. Tumwater shall reimburse Nisqually for costs incurred for transportation. Such costs shall include mileage at the Federal rate as determined by the Internal Revenue Service (IRS), labor, and overhead (.5 x labor). Nisqually shall not transport any prisoner without the express agreement of Tumwater unless such transportation is required by a court order or because of a medical emergency.
8. **CUSTODY TRANSFER.** Officers of Tumwater placing a prisoner in custody of Nisqually will be required to remain in the immediate presence of the prisoner at all times until the booking process is complete. This means that until the booking process is done, the prisoner will remain in the sole custody of Tumwater until the prisoner is placed in a cell. Booking out and/or release of Tumwater's prisoners shall be the responsibility of Tumwater Officers.
9. **CITY ACCESS TO PRISONERS.** All Tumwater police officers and investigators directed by the Tumwater City Attorney shall have the right to interview the prisoners inside the confines of the Nisqually Jail subject only to necessary security rules. Interview rooms will be made available to Tumwater police officers in equal priority with those of any other department, including the Nisqually law enforcement personnel.
10. **RELEASE OF TUMWATER PRISONERS FROM NISQUALLY.** No Tumwater prisoner confined in the Nisqually Jail shall be removed there from except:

- a. When requested by the Tumwater Police Department.
- b. By order of the Tumwater Municipal Court in those matters in which it has jurisdiction, or upon order of the Thurston County District Court or the Thurston County Superior Court in those matters in which said courts have jurisdiction
- c. For appearance in the court in which a Tumwater prisoner is charged.
- d. In compliance with a writ of habeas corpus.
- e. For interviews by the Tumwater City Attorney or member of the Tumwater Police department.
- f. If the prisoner has served his sentence or the charge pending against said prisoner has been dismissed or bail or other recognizance has been posted as required by the courts.

11. **INDEMNIFICATION.** Tumwater shall protect, defend, save harmless and indemnify Nisqually from and against all claims, suits and actions arising from negligent acts or omissions of Tumwater in performance of the agreement.

Nisqually shall protect, defend, save harmless and indemnify Tumwater from and against all claims, suits and actions arising from negligent acts or omissions of Nisqually in performance of this agreement.

12. **INSURANCE.** Tumwater shall carry law enforcement errors and omissions/liability insurance to cover its officers and other personnel acting pursuant to this agreement. Said insurance shall be in the amount of at least \$1 million per incident/\$1 million aggregate. Tumwater shall provide proof of such insurance coverage upon request of Nisqually.
13. **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.
14. **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 prisoners 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.

In witness whereof, this Agreement has been executed by the parties hereto, ratified and accepted as evidenced by the signatures of their duly authorized representatives.

Dated this 13th day of February, 2012.

CITY OF TUMWATER

Pete Kmet
Pete Kmet, Mayor

NISQUALLY TRIBE:

Gordon Jackson
Name Printed
Gordon Jackson
Signature

Gordon Jackson
Title: Chief Executive Officer

Approved as to Form:

Wendy K. Hubel
City Attorney

Attest:

Melny Valina
City Clerk