

NISQUALLY JAIL SERVICE AGREEMENT

THIS AGREEMENT is made and entered into on this 10 day of December, 2013, by and between the Nisqually Indian Reservation, a Federally Recognized Indian Tribe, hereinafter referred to as "Nisqually" and the City of Yelm, hereinafter referred to as "Yelm." This agreement is for the housing of inmates of Yelm in the Nisqually Detention and Corrections Center hereinafter referred to as "jail" pursuant to Chapters 39.34 and 70.48 RCW.

THE PARTIES HEREBY AGREE as follows:

1. **SERVICE.** Nisqually shall care for prisoners placed in the custody of officers of the Nisqually Jail. The term "prisoner" shall include any person arrested, sentenced by the court or held under authority of any law or ordinance of Yelm; provided, that the Nisqually Police Chief or the Nisqually Corrections Director shall have the right to refuse to accept custody if in his opinion that would result in overcrowding of the jail, or health, safety or security risks.
2. **CARE.** "Care" shall mean room and board. In addition, prisoners housed pursuant to this agreement shall be subject to the same rules and regulations required of other prisoners housed in the Nisqually jail.
3. **DURATION OF CONTRACT.** The term of this agreement shall be for five (5) years, beginning January 1, 2014. The agreement may be terminated without cause by either party by providing the other party with thirty (30) days written notice. Notice shall be deemed proper when provided to:

Yelm: City of Yelm, Shelly Badger, City Administrator
105 Yelm Ave W
Yelm, WA 98597

Nisqually: Eletta Tiam, Chief Executive Officer
4820 She-Nah-Num Dr. S.E.
Olympia, WA 98513
4. **RELEASE.** Prisoners will only be released when they have served their full time unless release is authorized by any other provision of this agreement or is ordered by a court of competent jurisdiction.
5. **GUARANTEED MINIMUM BED SPACE.** Nisqually guarantees that three beds per day shall be dedicated to Yelm for its prisoners.
6. **GUARANTEE TO PAY FOR MINIMUM BED SPACE.** Yelm agrees to pay to Nisqually a rate of \$60.00 per bed per day totaling \$180.00 per day in exchange for Nisqually's guarantee of three (3) available beds per day. This rate shall increase in the amount of \$2.50 per bed per day each year on the yearly anniversary of this Agreement's signature by both parties.

7. **RATE/PAYMENT.** Yelm shall pay to Nisqually the amount of \$20.00 for a booking fee for each and every prisoner booked in to the jail, including the three guaranteed beds, and \$60.00 per day per prisoner for care for any and all prisoners beyond the guaranteed three-bed minimum. A "day" is the twenty-four hour period beginning at 12:00 a.m. and ending at 11:59 p.m. in the Pacific Time Zone. Yelm shall be charged the booking fee only for anything less than two (2) hours of custody time. Nisqually will submit a monthly invoice to Yelm for the guaranteed minimum bed spaces as well as additional prisoners housed pursuant to this agreement. Yelm shall pay such invoices within 30 days of receipt. Interest at the rate of 12% per annum shall be charged on all past due accounts.

The rate shall increase by \$2.50 per day per bed each calendar year beginning January 1, 2015. The maximum per day per prisoner rate shall be \$70.00. The daily rate per prisoner will therefore be as follows:

2014	Sixty Dollars	(\$60.00)
2015	Sixty Two Dollars & Fifty Cents	(\$62.50)
2016	Sixty Five Dollars	(\$65.00)
2017	Sixty Seven Dollars and Fifty Cents	(\$67.50)
2018	Seventy Dollars	(\$70.00)

Without prejudice to any other contract rights available to it, if Yelm does not pay the invoice with Sixty (60) days of receipt of invoice, Nisqually acting through its Police Chief, will not accept prisoners until the delinquent amount is paid in full.

8. **MEDICAL CARE.** Yelm 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 Yelm so that such insurance may be utilized. In the event that a prisoner requests non-urgent medical care, Nisqually shall contact Yelm for approval. Yelm shall provide Nisqually with the names and telephone numbers of designated contact people who shall be available on a twenty-four hour basis. Failure of Yelm to approve medical care shall relieve Nisqually of liability to Yelm for any injury resulting therefrom. In the event that Nisqually deems a prisoner to be in need of urgent or emergency care, Nisqually shall make the best efforts to contact Yelm, but may take any action it deems necessary to provide the prisoner with the needed care without obtaining prior approval.

To the extent permitted by state law, Yelm 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 Yelm to approve such care or for any reason other than injuries and harm resulting from the negligent or intentional acts or omissions of Nisqually or its officers.

9. **TRANSPORTATION.** Yelm shall be solely responsible for furnishing transportation for prisoners housed pursuant to this agreement. Yelm may request that Nisqually provide necessary transportation and Nisqually shall make best efforts to provide such transportation, subject to staff availability. Yelm shall reimburse Nisqually for costs incurred for transportation. Such costs shall include mileage at the rate of \$1.00 per

mile, labor and overhead (.5 x labor). Nisqually shall not transport any prisoner without the express agreement of Yelm unless such transportation is required by a court order or because of a medical emergency.

10. **CUSTODY TRANSFER.** Officers of Yelm placing a prisoner in custody of Nisqually will be required to remain in the immediate presence of the prisoner at all times until relieved of custody by Nisqually Corrections Staff. Booking out and/or release of Yelm's prisoners shall be the responsibility of Yelm Officers.
11. **CITY ACCESS TO PRISONERS.** All Yelm police officers and investigators directed by the Yelm City Attorney shall have the right to interview the prisoner inside the confines of the Nisqually Jail subject only to necessary security rules. Interview rooms will be made available to Yelm police officers in equal priority with those of any other department, including the Nisqually law enforcement personnel.
12. **RELEASE OF YELM PRISONERS FROM NISQUALLY.** No Yelm Prisoner confined in the Nisqually Jail shall be removed therefrom except:
 - a. When requested by Yelm Police Department in writing;
 - b. By Order of the Yelm Municipal Court in those matters in which they have 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 Yelm prisoner is charged;
 - d. In compliance with a writ of habeas corpus;
 - e. For interviews by the Yelm City Attorney or member of the Yelm 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.

13. **INDEMNIFICATION.** Yelm shall protect, defend, save harmless and indemnify Nisqually, its officers, agents and employees, from and against all claims, suits and actions arising from intentional or negligent acts or omissions of Yelm in performance of this agreement.

Nisqually shall protect, defend, save harmless and indemnify the City of Yelm, its officers, agents and employees from and against all claims, suits and actions arising from intentional or negligent acts or omissions of Nisqually in performance of this agreement.

14. **INSURANCE.** Each party shall obtain and maintain occurrence based insurance that provides liability coverage in the minimum liability limits of three Million Dollars (\$3,000,000.00) per occurrence and three Million Dollars (\$3,000,000.00) in the aggregate for its conduct in creating liability exposure related to the confinement of inmates, including general liability, errors and omissions, auto liability and police professional liability. The insurance policy(ies) shall provide coverage for any liability

occurrence during the policy period, regardless of when any claim or law suit is filed. Further, the Association of Washington Cities Risk Management Services Agency, shall provide a Certificate of Coverage to the Nisqually Indian Tribe as evidence of the City of Yelm's insurance coverage.

14.1 CERTIFICATE OF INSURANCE. Each party to this Agreement agrees to provide the other with evidence of insurance coverage in the form of a certificate from a solvent insurance provider confirming coverage from a solvent insurance pool which is sufficient to address the insurance obligations set forth above. A copy of the certificate shall be provided annually and for the duration of this agreement.

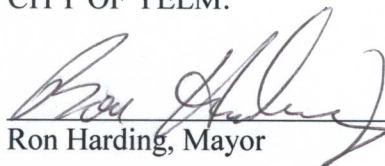
15. **Venue and Choice of Law.**

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement on this date, the _____ day of _____, 2013.

CITY OF YELM:



Ron Harding, Mayor

NISQUALLY TRIBE:



Eletta Tiam, Chief Executive Officer

Attest:



Janine Schnepf, City Clerk

Approved as to legal form only:

Yelm City Attorney