

CHEHALIS TRIBAL JAIL SERVICE AGREEMENT

THIS AGREEMENT is made and entered into by and between the Confederated Tribes of the Chehalis Reservation, a Federally Recognized Indian Tribe, hereinafter referred to as "Chehalis" and City of Tenino, a Federally-Recognized Indian Tribe hereinafter referred to as "Customer." The purpose of this Agreement is to establish the terms and conditions for the housing of Prisoners of Customer in the Chehalis Tribal Jail.

THE PARTIES HEREBY AGREE as follows:

1. DEFINITIONS. For the purposes of this Agreement, the terms listed below are defined as follows:

- A. "Day" means the period beginning at 12:00 A.M. and ending at 11:59:59 P.M., Pacific Time, or any portion thereof.
- B. "Direct Care services" means medical and dental services which are deemed eligible for payment by the Indian Health Service under federal law and the rules of the Indian Health Service and which are delivered to eligible Prisoners by the Chehalis Tribal Wellness Center or any other Chehalis tribal medical facility.
- C. "Facility" means the Chehalis Tribal Jail.
- D. "Jail Services" means the provision of room and board.
- E. "Prisoner" means any person arrested by, sentenced by the court of, or held under the authority of any law or ordinance of Customer.

2. JAIL SERVICES. Subject to the terms of this Agreement, Chehalis will provide Jail Services to Prisoners placed in its custody by the authorized law enforcement officers of Customer; PROVIDED, that the Chehalis Chief of Police or his or her designee shall have the right to refuse to accept custody of any Prisoner(s) whose admission would, in the Chief of Police or designee's opinion, result in overcrowding of the Facility or in an unacceptable health, safety or security risk; and PROVIDED FURTHER, that upon the request of the Chehalis Chief of Police or his or her designee, Customer will remove any such Prisoner from the Facility and retake custody within twenty-four (24) hours of the request. If a Prisoner is not accepted or Chehalis requires Customer to retake custody of the Prisoner, Chehalis will provide written notice indicating why custody was declined or the Prisoner returned.

3. PRISONER CONDUCT. Prisoners housed pursuant to this Agreement will be subject to the same rules and regulations applicable to other inmates housed in the Facility.

4. DURATION OF AGREEMENT. The term of this Agreement will begin on the date it is executed by both parties and continue until December 31, 2024. It will automatically renew at successive one-year intervals thereafter unless terminated as specified herein or modified in a writing executed by both parties.

5. TERMINATION. This Agreement may be terminated by written notice from either party hereto, provided that the termination will become effective thirty (30) days after receipt of such notice. Within that thirty (30) days, Customer will remove all Prisoners from the Facility. Should any court of competent jurisdiction determine by a final order which is not subject to further appeal that either party hereto is prohibited by law from entering into or continuing to perform its obligations under this Agreement, this Agreement shall terminate immediately and Customer shall immediately remove all Prisoners from the Facility.

6. RELEASE. Prisoners who have not served their full time will not be released except upon written order of Customer's court, unless release is authorized by another provision of this Agreement or as ordered by a court of competent jurisdiction. Release for scheduled court appearances will be to Customer's law enforcement officers.

7. PAYMENT.

- A. Customer will pay to Chehalis fees of twenty dollars (\$20.00) per Prisoner for booking, and seventy-five dollars (\$75.00) per Prisoner per Day for Jail Services. Chehalis may adjust these fees over time as it sees fit, provided that Chehalis will give Customer written notice of any fee adjustment at least sixty (60) days before the adjustment becomes effective. If Customer objects to a fee increase, it may terminate this Agreement under Section 5 above.
- B. If a Prisoner is held in custody at the Facility for less than four (4) hours, Customer will only be charged the booking fee for that Prisoner.
- C. Chehalis will submit a monthly invoice to Customer for booking fees, Jail Service fees, and, as further provided herein, any offender services costs, Medical Expenses, and transportation expenses incurred by Chehalis for Prisoners housed pursuant to this Agreement. Customer will pay all such invoices in full within thirty (30) days of receipt. Should Customer fail to pay the invoice within sixty (60) days of receipt, Chehalis will accept no further Prisoners from Customer. In such event, Chehalis further reserves the right to return all Prisoners to Customer's custody, and may otherwise suspend all other of its obligations under this Agreement until delinquent fees are paid in full.

8. MEDICAL CARE.

- A. Customer will be solely responsible for Medical Expenses (as described in Section 8.B below) of Prisoners housed in the Facility pursuant to this Agreement, except for the cost of Direct Care services provided to eligible Prisoners (as described in Section 8.C below). In order to effectively manage the costs of medical care, the parties agree to the following:
 - i. **Before placing a Prisoner in the custody of Chehalis, Customer will determine, whenever possible:**
 - (a) the Prisoner's tribal affiliation, if any; and
 - (b) whether the Prisoner has his or her own medical insurance coverage; and
 - (c) whether the Prisoner is eligible for medical coverage through Medicaid, Washington State Department of Social and Health Services assistance, or other public assistance; and
 - (d) whether the Prisoner is believed to be eligible for Direct Care services through the Indian Health Service (IHS).
 - ii. If possible before sending a Prisoner to Chehalis, but in no **case more than three (3) working days ("working day" means Monday through Friday, excepting federal and Chehalis tribal holidays) after booking that Prisoner in the Facility**, Customer will deliver documents to Chehalis verifying the Prisoner's tribal affiliation, Direct Care services eligibility, and medical insurance coverage, if any, and enroll the Prisoner in any public assistance program for medical coverage to which the Prisoner may be entitled.
 - iii. All medical care provided to Prisoners who receive Contract Health Services will be billed at Medicare-like rates to the fullest extent permitted by law.
- B. The cost of medical care and medical expenses ("Medical Expenses") includes without limitation any and all costs billed by the medical provider, the cost of prescription medication, the cost of transporting the Prisoner to a medical facility, and the cost of Chehalis correctional or other law enforcement staff time in securing the Prisoner at the medical facility.
- C. Medical Expenses paid by Customer under this Agreement will not include the cost of Direct Care services received by a Prisoner housed under this Agreement.

- D. Customer will provide Chehalis with the name(s), telephone and FAX number(s), and e-mail address(es) of designated Customer staff or other contacts as necessary to ensure that a representative of Customer who is authorized to approve or deny the provision of non-urgent medical care to a Prisoner shall be available at any time. In the event that a Prisoner requests non-urgent medical care, Chehalis will contact such staff to request Customer's approval before non-urgent care is provided, and will comply with Customer's instruction as to the provision of non-urgent care. If Facility or medical staff determine that non-urgent care is medically necessary, but Customer does not consent to the provision of such care, upon notice from Chehalis Customer will remove the Prisoner from the custody of Chehalis within twenty-four (24) hours. Absent specific instruction from Customer regarding the type of non-urgent medical care to be provided or where such medical care is to be provided, Chehalis at its discretion may bring the Prisoner to the Chehalis Tribal Wellness Center or other medical facility chosen by Chehalis for approved non-urgent medical care. Should any medical provider refer the Prisoner to another medical provider for treatment, Chehalis will make reasonable efforts to give Customer written notice of the referral by e-mail or fax and to request approval of treatment before arranging for such medical care. Failure of Customer to approve medical care, or any unreasonable delay in giving such approval, shall relieve Chehalis of liability for any injury resulting there from.
- E. In the event that Chehalis determines a Prisoner to be in need of urgent or emergency medical care, Chehalis will make reasonable efforts to contact Customer's staff, but may take any action Chehalis deems necessary to provide the Prisoner with urgent or emergency medical care without obtaining prior approval. Chehalis will use its best efforts to give Customer notice of the provision of urgent or emergency medical care to Customer's Prisoner within four (4) hours of arranging for such care, subject to the availability of staff and the security needs of the Facility.
- F. Customer shall protect, defend, hold harmless, and indemnify Chehalis from and against any and all claims, suits, and actions related to the medical care of Prisoners housed under this Agreement which result from the failure of Customer to approve such medical care for any reason, with the exception of injuries resulting from the willfully unlawful or negligent act(s) or omission(s) of Chehalis or its officers.

9. TRANSPORTATION.

- A. Customer will be solely responsible for furnishing transportation for Prisoners housed pursuant to this Agreement, except transportation for medical care as described above. Subject to the availability of Chehalis correctional or other law enforcement officers, Customer may request that Chehalis provide non-medical transportation. The provision of non-medical transport will be at the sole discretion of Chehalis.
- B. If Chehalis provides transportation upon request of Customer, or for the purpose of bringing a Prisoner to a medical facility for care, the parties agree that while transporting any Prisoner, Chehalis will be acting as Customer's agent. If Chehalis provides non-medical transport at Customer's request, Customer shall be responsible for the costs of such transport as calculated by Chehalis in Chehalis' sole discretion, or as calculated pursuant to a separate written agreement between the parties.

10. CUSTODY TRANSFER. Officers of Customer 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, unless Chehalis and Customer have agreed that Chehalis officers will collect Customer's

Prisoner at Customer's location and transport the Prisoner to the Facility. Until the booking process at the Facility is complete, the Prisoner will be deemed to remain in Customer's custody.

11. OFFENDER SERVICES. While housed in the Facility under this Agreement, Customer's Prisoners will be eligible to receive court-ordered offender services, such as offender re-entry, controlled substance abuse treatment, domestic violence education and rehabilitation, and other similar services on the same basis as inmates housed in the Facility by order of Chehalis' court; PROVIDED, that: (1) the availability of all such services is limited by the monetary, staffing, and other resources allocated for such services by the United States and Chehalis Tribal governments; and (2) should such services be funded by federal or grant funds, services will be delivered according to and may be limited by the terms of the funding source; and (3) should the terms of any applicable funding or Chehalis tribal law or policy so require, Customer will be required to contribute a proportionate share of the cost of offender services made available to Customer's Prisoners, as determined by Chehalis.

12. PRISONER COMMUNICATIONS. Subject to applicable law and Facility policy, Chehalis will provide Customer's Prisoners access to a telephone to appear for Customer's court hearings or to communicate with their attorney for any case(s) for which the Prisoners are currently held in the Facility, at no additional cost to Customer.

13. NOTICES AND DESIGNATED REPRESENTATIVE. Written notices concerning refusal of custody, Prisoner medical care, and fee adjustment are sufficient if given by fax or e-mail. All other notices required by this Agreement shall be in writing and be deemed sufficiently given when sent by certified or registered mail to the respective address as set forth in this section:

If to Chehalis: Confederated Tribes of the Chehalis Reservation
 Attn: Scott Williams
 P.O. Box 536
 Oakville, WA 98568

If to Customer:

Customer shall immediately complete and submit to Chehalis a "Prisoner Medical Care – Authorized Staff Contact List" form. This form shall include the names and contact information, including phone, fax, and e-mail, of all persons who are authorized to approve the provision of medical care and to receive other notifications regarding Prisoner medical care on behalf of Customer as described in this Agreement. The list shall be drafted to ensure that at least one person on the list is available at any time of day or night to provide such authorizations and receive such reports. Customer is solely responsible for updating the list from time to time to accommodate Customer staffing changes and for providing a revised list to Chehalis to the attention of the person designated above.

14. RELATIONSHIP OF THE PARTIES. The parties intend that an independent inter-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 except as explicitly set forth herein. Customer shall be solely responsible for its acts and for the acts of its agents, employees and representatives.

15. INDEMNIFICATION. Customer shall protect, defend, save, hold harmless, and indemnify Chehalis from and against any and all claims, suits and actions resulting from the willfully unlawful and/or negligent acts or omissions of Customer and Customer's employees, agents, and representatives in the performance of this Agreement. Chehalis shall protect, defend, save, hold harmless, and indemnify Customer from and against any and all claims, suits and actions resulting from the willfully unlawful and/or negligent acts or omissions of Chehalis and Chehalis' employees, agents, and representatives in the performance of this Agreement.

16. ENTIRE AGREEMENT AND MODIFICATION. This Agreement represents the entire Agreement of the parties on the subject matter hereof, and supersedes any and all prior agreements relating to such

subject matter. No changes or additions to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and executed by the authorized representatives of both parties.

17. DISPUTES. In the event of a dispute between the parties arising out of this Agreement or an alleged breach thereof, the parties shall first make a good-faith effort to resolve the dispute through the direct dialogue of their authorized representatives. Should such good-faith efforts fail, either party may take further action as described in Section 19 below.

18. GOVERNING LAW. The parties hereto agree that, except where expressly otherwise provided, the laws of the Confederated Tribes of the Chehalis Reservation shall govern in all matters arising under this Agreement.

19. DISPUTES AND LIMITED WAIVER OF SOVEREIGN IMMUNITY. Any dispute, claim, or controversy arising out of this Agreement or breach thereof which is not resolved by direct dialogue shall be submitted to mediation by a neutral third party as a condition precedent to any other method of dispute resolution. The parties will be responsible for their own costs of mediation, and will share the cost of the mediator equally. Should the parties fail to agree to a mediator or mediation location, they will request the Chief Judge of the Chehalis Tribal Court to assign a mediator and select a location for the mediation and will engage the mediator assigned by the Court. Any dispute, claim or controversy which is not resolved by mediation shall be heard in the Chehalis Tribal Court, and Customer hereby consents to the exclusive jurisdiction of such Court. Chehalis hereby grants to Customer a limited waiver of sovereign immunity for the purpose of enforcing the provisions of this Agreement; provided, that Chehalis expressly reserves all its inherent sovereign rights as a federally-recognized Indian Tribe, and that this limited waiver of sovereign immunity is subject to and conditioned upon the following:

- A. This waiver of sovereign immunity is strictly limited to actions brought by Customer to enforce the provisions of this Agreement between the parties, and to any dispute that may arise under or in relation to this Agreement or operations performed under this Agreement. This waiver of sovereign immunity shall not extend to, nor be used for or to the benefit of, any other person or entity of any kind or description whatsoever, including any successor or assign, of either party.
- B. Chehalis' maximum liability for any and all claims which may be brought by Customer hereunder shall not exceed the actual proceeds of Chehalis' liability insurance, which Chehalis will maintain as described in Section 20 below.

20. INSURANCE. The parties shall provide, pay for, and maintain in full force and effect at all times during the performance of this Agreement the policies of insurance required by this Section 20. The provisions and terms of all insurance policies must comply strictly with the provisions of this Section 20.

- A. The parties shall maintain throughout the duration of this Agreement the following insurance coverage minimums: General Liability \$2 Million Annual Aggregate/\$1 Million Occurrence; \$1 Million Law Enforcement Liability; \$1 Million Auto Liability; and \$4 Million inclusive umbrella coverage. Each party shall name the other as primary non-contributory additional insured on the insurance policies provided and an endorsement stating such shall be provided.
- B. Each policy of insurance must be issued by an insurance company that holds a current Certificate of Authority issued by the Washington State Insurance Commissioner authorizing it to transact the appropriate kind of insurance business in Washington State and must meet all requirements specified in this Section 20.
- C. Each policy of insurance shall contain an endorsement providing that cancellation by the insurance company shall not be effective unless a copy of the cancellation is mailed (registered) to the other party at least 30 days before the effective date of the cancellation notice. A certificate of each policy of insurance, and any changes therein, shall be furnished to the other party immediately upon receipt from the insurance company.

- D. If either party for any reason fails to maintain required insurance coverage, such failure shall be deemed a material breach of this Agreement. Failure to maintain the insurance coverage required by this Section 20 shall not waive or excuse such party's obligations to the other party under this Agreement.
- E. The parties shall provide to each other all certificates of insurance for the insurance policies described in this Section 20 prior to transporting, sending or receiving any Prisoner under this Agreement. Either party at any time may require the other to provide endorsement and policy documentation necessary to prove that the insurance coverage required by this Agreement is in full force and effect. The certificates of insurance and other insurance documentation provided by a party hereunder shall be acceptable to the other party. Chehalis shall have the right, but not the obligation, to refuse to accept prisoners from Customer until the required certificates (or other competent evidence that insurance has been obtained in complete compliance with this Section 20) are received and approved by Chehalis.

21. NOTIFICATION RE: INMATE HEALTH AND SAFETY. The parties will promptly notify each other of all audit notes or findings, investigatory reports, claims or litigation alleging or concerning any conditions, incidents, practices and policies, alleged or actual, negatively affecting inmate health and safety, and of any claims or litigation arising from or affecting its operations under this Agreement, including any bankruptcy or insolvency proceedings.

22. NO ASSIGNMENT. A party shall not assign its rights under this Agreement without first obtaining the other party's written approval.

23. COMPLIANCE. In the event that payment for services provided under this Agreement is made from federal funds, the parties shall abide by all applicable federal laws, regulations and requirements governing such funds. Further, the parties shall abide by all federal laws, regulations and requirements applicable to the housing of Prisoners in the Facility, including without limitation the Prison Rape Elimination Act of 2003, 42 U.S.C. § 15601, *et seq.* Customer agrees that it will promptly provide any and all reports and information required by such laws, regulations, and requirements to Chehalis before transferring any Prisoners to Chehalis' custody. Failure to provide such information shall serve as grounds for refusal of custody.

FOR CHEHALIS:

Confederated Tribes of the Chehalis Reservation
 420 Howanut Road
 P.O. Box 536
 Oakville, WA 98568

Date: _____

 Tribal Representative

Date: _____

FOR CUSTOMER:



Certificate of Coverage

Certificate holder: City of Tenino 149 Hodgden St S. Tenino WA 98589	Policy number: None Term of certificate: 1/1/2024 – 1/1/2025 Annual re-issue: Yes
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RE: City of Tenino

Please be advised that the **City of Tenino** is a member of the Association of Washington Cities Risk Management Service Agency (AWC RMSA) and participates in the self-insured and loss-pooling programs checked below, which are administered by the AWC RMSA for its members.

Type of coverage	Limits	Deductible
<input checked="" type="checkbox"/> All risk property coverage	\$250 million per occurrence	\$0
<input checked="" type="checkbox"/> Liability coverage	\$15 million per occurrence	\$0
<input checked="" type="checkbox"/> Employee fidelity blanket coverage	\$1 million per occurrence	\$0
<input checked="" type="checkbox"/> Employer Liability ("Stop Gap")	\$15 million per occurrence	\$0
<input checked="" type="checkbox"/> Comprehensive auto liability	\$15 million per occurrence	\$0
<input checked="" type="checkbox"/> Cyber liability	\$3 million per occurrence	\$0
<input checked="" type="checkbox"/> Pollution liability	\$2 million per occurrence	\$0

Under the AWC RMSA Coverage Agreement issued to the member referenced above, and within the limits and provisions of the above program, AWC RMSA has agreed to provide, to the certificate holder named above, defense, payment, and loss or indemnification funding in accordance with the terms of the Coverage Agreement, with the exception that no defense or indemnity is available for claims arising from the sole negligence of the certificate holder with respect to the referenced operations or activities.

AWC RMSA is not an insurance company and therefore cannot name an additional insured or loss payee.

Cancellation: Should the above described coverage be cancelled before the expiration date thereof, the AWC RMSA will provide notice to its members in accordance with its Coverage Agreement. Failure to provide such notice to the certificate holder shall impose no obligation or liability of any kind upon the AWC RMSA.

This certificate is issued for information only and gives no rights to the certificate holder. This certificate does not amend, extend, or alter the coverage provided by the AWC RMSA.

Carol Wilmes
Director of Member Pooling Programs

cc: **City of Tenino**