

**FIRST AMENDMENT
TO
NISQUALLY JAIL SERVICE AGREEMENT**

This First Amendment ("Amendment") is dated effective this 1st day of January, 2022, and is entered into by and between the CITY OF TUMWATER, a Washington municipal corporation ("TUMWATER"), and Nisqually Indian Tribe, a Federally Recognized Indian Tribe ("NISQUALLY").

A. TUMWATER and NISQUALLY entered into a Service Agreement dated effective January 1, 2017, whereby NISQUALLY agreed to provide jail services ("Agreement").

B. Section 20 of the Agreement provided that the Agreement may only be amended by written agreement signed by the parties.

C. TUMWATER and NISQUALLY desire to amend the Agreement to continue the services described in of the Agreement, extend the term of the Agreement, remove any guaranteed bed space, and increase the compensation paid to NISQUALLY during the extended term.

NOW, THEREFORE, the parties agree to the following terms and conditions:

1. DURATION OF COTNRACT.

Section 3 of the Agreement shall be amended to extend the term of the Agreement until December 31, 2022.

2. GUARANTEED MINIMUM BED SPACE.

Section 5 of the Agreement shall no longer be in effect.

3. PAYMENT

Section 6 of the Agreement shall be amended to read as follows:

BASIC INMATE RATE: Tumwater shall pay to Nisqually the amount of \$100.00 per day (Basic Inmate Rate) per inmate for care. 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.

SPECIALITY RATES: The following per inmate/per diem Specialty Rates are total rates. They are inclusive of, not in addition to, the Basic Inmate Rate:

- \$180 Medical Care – payable at this rate only when the inmate is in a designated infirmary bed/unit/cell. Payment at this rate is included for any inmate who is detoxing with a Clinical Opiate Withdrawal Scale (COWS) score of 6 or higher;
- \$160 Compliant Mental Health Care – payable at this rate only when the inmate is in a designated mental health bed/unit/cell;
- \$210 Acute Mental Health – payable at this rate only when the inmate is in a designated mental health bed/unit/cell; or,
- \$140 Pharmacy – payable at this rate only when inmate utilizes on-site pharmacy services.

Without prejudice to any other contract right available to it, if Tumwater does not pay the invoice within 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.

4. FULL FORCE AND EFFECT.

All other terms and conditions of the Agreement not modified by this Amendment shall remain in full force and effect.

DATED the effective date set forth above.

CITY:
CITY OF TUMWATER
Israel Road SW
Tumwater, WA 98501

SERVICE PROVIDER:
NISQUALLY INDIAN TRIBE
4820 She-Nah-Num Dr. S.E.
Olympia, WA. 98513

Debbie Sullivan, Mayor

Chief Executive Officer

Printed Name:_____

ATTEST:

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney