



SQUAXIN ISLAND TRIBE

RESOLUTION NO. 14- 04

of the

SQUAXIN ISLAND TRIBAL COUNCIL

WHEREAS, the Squaxin Island Tribal Council is the Governing Body of the Squaxin Island Tribe, its members, its lands, its enterprises and its agencies by the authority of the Constitution and Bylaws of the Squaxin Island Tribe, as approved and adopted by the General Body and the Secretary of the Interior on July 8, 1965; and

WHEREAS, under the Constitution, Bylaws and inherent sovereignty of the Tribe, the Squaxin Island Tribal Council is charged with the duty of protecting the health, security, education and general welfare of tribal members, and of protecting and managing the lands and treaty resources and rights of the Tribe; and

WHEREAS, the Tribe is a federally-recognized Indian Tribe possessing reserved powers, including the powers of self-government; and

WHEREAS, the Squaxin Island Tribal Council has been entrusted with the creation of ordinances and resolutions in order to fulfill their duty of protecting the health, security, education and general welfare of tribal members, and of protecting and managing the lands and treaty resources of the Tribe; and

WHEREAS, the Squaxin Island Tribal Council finds that it is in the best interests of the Tribe and its individual members to provide for the housing of youth sentenced to detention by the Squaxin Island Tribal Court in the Mason County Juvenile Detention facility;

NOW THEREFORE BE IT RESOLVED, the Tribal Council hereby approves the "Agreement for Detention of Squaxin Island Juveniles in the Mason County Juvenile Detention Center;" and authorizes the Chairman to sign the attached Agreement on behalf of the Tribe; and

BE IT FURTHER RESOLVED, that the Tribe waives its inherent sovereign immunity to the following extent for the Agreement:

The SQUAXIN ISLAND TRIBE agrees to indemnify and hold MASON COUNTY harmless against all claims, demands and damages, liabilities and costs, which directly result from any negligent act of the SQUAXIN ISLAND TRIBE, its agents or employees, pertaining to the SQUAXIN ISLAND TRIBE'S activities and obligations under the agreement.

MASON COUNTY agrees to indemnify and hold the SQUAXIN ISLAND TRIBE harmless against all claims, demands and damages, liabilities and costs, which directly result from any negligent act of MASON COUNTY, its agents, or employees, pertaining to MASON COUNTY'S activities and obligations under the agreement.

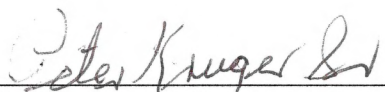
SQUAXIN ISLAND TRIBE waives sovereign immunity to the extent necessary to indemnify or hold harmless MASON COUNTY under the terms above, including any and all cost of defense. This limited waiver of sovereign immunity is applicable only to MASON COUNTY under the terms of this agreement, and is not applicable or assignable to any third-party.

CERTIFICATION

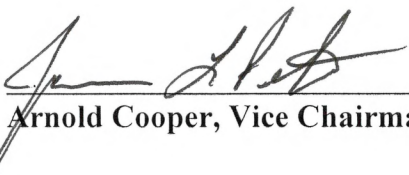
The Squaxin Island Tribal Council hereby certifies that the foregoing Resolution was adopted at the regular meeting of the Squaxin Island Tribal Council, held on this 13th day of February, 2014, at which time a quorum was present and was passed by a vote of 4 for and 0 against, with 0 abstentions.



David Lopeman, Chairman

Attested by: 

Peter Kruger Sr., Secretary



Arnold Cooper, Vice Chairman *for*

**AGREEMENT FOR DETENTION
OF
SQUAXIN ISLAND JUVENILES
IN THE MASON COUNTY JUVENILE DETENTION CENTER**

THIS AGREEMENT is between SQUAXIN ISLAND TRIBE, a self-governance reservation, and MASON COUNTY, a political sub-division of the State of Washington and is authorized by RCW39.34 and RCW 13.

A. PURPOSE:

The purpose of this agreement is to permit juveniles under the jurisdiction of the SQUAXIN ISLAND TRIBE and Squaxin Island Tribal Law Enforcement to be housed at the MASON COUNTY Juvenile Detention Center, located at 317 N. 5th Street, Shelton, Washington.

B. DEFINITION OF JUVENILE:

For the purpose of this agreement, "Juvenile" shall mean a youth age twelve (12) through age seventeen (17).

C. RESTRICTIONS:

1. MASON COUNTY reserves the right to refuse to accept any SQUAXIN ISLAND TRIBE juvenile if in the opinion of the MASON COUNTY Juvenile Detention Manager or his/her designee, it would not be in the best interest of MASON COUNTY due to overcrowding, anticipated overcrowding or other negative impact on the MASON COUNTY Juvenile Detention Center.
2. If the population of the detention center is such that it necessitates reduction, SQUAXIN ISLAND TRIBE shall remove all juveniles detained on a space available basis as requested within twenty-four (24) hours after notice by telephone that such a reduction is necessary.

D. DOCUMENTATION/REQUIREMENTS FOR DETENTION:

1. SQUAXIN ISLAND TRIBE shall contact the MASON COUNTY Juvenile Detention Center by telephone prior to bringing any juvenile to be detained pursuant to this agreement and provide the information needed to complete a "Request for Detention" form; and

Any juvenile detained pursuant to this agreement must be accompanied by an arrest report/booking sheet signed by the SQUAXIN ISLAND TRIBE or designee or attached to a signed order to detain by the Squaxin Island Tribal Court.

2. SQUAXIN ISLAND TRIBE shall provide to MASON COUNTY any medical information it has describing a juvenile's known or existing medical condition at the time the juvenile was taken into custody. SQUAXIN ISLAND TRIBE shall also provide any on-going prescription medication needed to control the medical condition. If at all possible, the medication will be provided to MASON COUNTY in an individually bubble-wrapped package.
3. Personal information collected, used or acquired in connection with this Contract shall be used solely for the purposes of this Contract. MASON COUNTY agrees not to release, divulge, publish, transfer, sell or otherwise make known personal information without the express written consent of the SQUAXIN ISLAND TRIBE or as provided by law.
4. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver's license numbers, other identifying numbers, and any financial identifiers. Personal Information includes "Protected Health Information" as set forth in 45 CFR §160.103 as currently drafted and subsequently amended or revised and other information that may be exempt from disclosure to the public or other unauthorized persons under either Chapter 42.56 RCW, 42 USC §§1320 et seq., 42 CFR Part 2, Chapters 70.02, 70.24, 70.96A and 71.05 RCW or other state and federal statutes and regulations governing confidentiality or disclosure.

E. TRANSPORTATION:

1. SQUAXIN ISLAND TRIBE shall provide all transportation requirements of any juvenile being transported to and from MASON COUNTY Juvenile Detention Center pursuant to this agreement and shall hold and save MASON COUNTY harmless from any and all liability resulting from such transfer.
2. MASON COUNTY may provide transportation to and from local health providers for medical treatment.

F. COMMUNICATIONS:

1. The SQUAXIN ISLAND TRIBE shall maintain routine contact with the MASON COUNTY Juvenile Detention Center regarding any and all juveniles detained pursuant to this agreement and shall be responsive to any emergency situation regarding said juveniles.

The MASON COUNTY Juvenile Detention Center shall contact the SQUAXIN ISLAND TRIBE in the event any unusual problems or issues regarding a juvenile being detained pursuant to this agreement and shall immediately contact the SQUAXIN ISLAND TRIBE in the event of any medical emergency relating to the juvenile being detained pursuant to this agreement.

G. DETENTION STANDARDS:

1. MASON COUNTY shall provide SQUAXIN ISLAND TRIBE with a copy of its Detention Intake Standards.
2. Any juvenile accepted by MASON COUNTY shall be placed in a standard detention program unless the court order specifies otherwise.

H. COSTS PER BED:

1. Space Available Bases: SQUAXIN ISLAND TRIBE will pay \$125.00 per calendar day, or any part thereof, for juveniles detained by MASON COUNTY.
2. For the purposes of this agreement, a calendar day is from 0001 hours to 2400 hours.
3. SQUAXIN ISLAND TRIBE shall only be charged for beds actually used to incarcerate juveniles.

The costs identified in this clause shall be subject to amendment not less than sixty (60) days after written notice to SQUAXIN ISLAND TRIBE.

I. REIMBURSEMENT OF COSTS:

1. MASON COUNTY agrees to bill SQUAXIN ISLAND TRIBE on a monthly basis by the 15th of the following month for all services pursuant to this agreement at the rate of \$125.00 per day, per juvenile. All bills shall be paid within thirty (30) days of billing.

J. MEDICAL COSTS:

MASON COUNTY shall provide sick call medical attention to the juveniles. In addition to the per bed rate, SQUAXIN ISLAND TRIBE shall be responsible for any and all medical costs incurred by MASON COUNTY for the care of juveniles held under this agreement, including, but not limited to, any third party transportation which may in the judgment of MASON COUNTY be reasonably necessary to transport a juvenile to a health care center or hospital for treatment. If reasonably possible, MASON COUNTY shall notify SQUAXIN ISLAND TRIBE in advance of incurring these extraordinary medical costs.

K. HOLD HARMLESS AND LIMITED WAIVER OF SOVEREIGN IMMUNITY:

The SQUAXIN ISLAND TRIBE agrees to indemnify and hold MASON COUNTY harmless against all claims, demands and damages, liabilities and costs, which directly result from any negligent act of the SQUAXIN ISLAND TRIBE, its agents or employees, pertaining to the SQUAXIN ISLAND TRIBE'S activities and obligations under the agreement.

MASON COUNTY agrees to indemnify and hold the SQUAXIN ISLAND TRIBE harmless against all claims, demands and damages, liabilities and costs, which directly

result from any negligent act of MASON COUNTY, its agents, or employees, pertaining to MASON COUNTY'S activities and obligations under the agreement.

SQUAXIN ISLAND TRIBE waives sovereign immunity to the extent necessary to indemnify or hold harmless MASON COUNTY under the terms above, including any and all cost of defense. This limited waiver of sovereign immunity is applicable only to MASON COUNTY under the terms of this agreement, and is not applicable or assignable to any third-party.

L. INSURANCE:

The SQUAXIN ISLAND TRIBE shall maintain Commercial General Liability coverage, applicable to claims arising out of this agreement, subject to limits of not less than \$1,000,000 per loss and a \$2,000,000 annual aggregate. If the coverage is written as a claims made policy, then upon termination of contract the parties must provide the other evidence of the purchase of an extended reporting period or "tail" coverage for a three-year period after the age of the last youngest "Juvenile's" 18th birthday.

The SQUAXIN ISLAND TRIBE'S Commercial General liability insurance shall include the COUNTY, it's officers, officials, employees and agents with respect to performance of services, and shall contain no special limitations. In the scope of protection afforded to the COUNTY as additional insured, the SQUAXIN ISLAND TRIBE shall furnish the COUNTY with evidence that the additional insured provision required above has been met. An acceptable form of evidence is the endorsement pages of the policy showing the COUNTY as an additional insured. Coverage shall include Employers Liability Coverage with a limit of not less than \$1 million.

The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification. The SQUAXIN ISLAND TRIBE shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. The SQUAXIN ISLAND TRIBE shall place insurance with insurers licensed to do business in the State of Washington and having A.M. Best Company ratings of no less than A.

The SQUAXIN ISLAND TRIBE shall furnish MASON COUNTY with properly executed certificates of insurance or a signed policy endorsement which shall clearly evidence all insurance required in this section prior to commencement of services. Certificates of Insurance shall show the Certificate Holders as the Squaxin Island Tribe and Mason County and include c/o of Mason County Juvenile Detention Center, 317 N. 5th Street, Shelton, WA 98584.

Written notice of cancellation or change shall be mailed to MASON COUNTY at the following address:

Attn: Risk Manager
411 N. 5th Street
Shelton, WA 98584

The SQUAXIN ISLAND TRIBE shall provide a copy of any and all insurance policies specified in this Contract upon request of MASON COUNTY.

M. CHANGES OR ADDITIONS:

No change or addition to this agreement shall be valid or binding upon either party unless such change or addition is in writing and executed by both parties.

N. NON-WAIVER OF RIGHTS:

The parties agree that the excuse or forgiveness of performance or waiver of any provision of this Contract does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time.

O. DISPUTES:

Disputes between the SQUAXIN ISLAND TRIBE and MASON COUNTY, arising under and by virtue of this Contract, shall be brought to the attention of the MASON COUNTY at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation shall be decided by MASON COUNTY'S Contract representative or designee. All rulings, orders, instructions and decisions of MASON COUNTY'S contract representative shall be final and conclusive, subject to the SQUAXIN ISLAND TRIBE'S' right to seek judicial relief pursuant to Section Q.

P. CHOICE OF LAW, JURISDICTION AND VENUE:

This Contract has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Mason County, Washington.

Q. SEVERABILITY:

If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

If any provision of this Contract is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

Should the MASON COUNTY determine that the severed portions substantially alter this Contract so that the original intent and purpose of the Contract no longer exists, the COUNTY may, in its sole discretion, terminate this Contract.

R. EFFECTIVE DATE AND RENEWALS:

This agreement shall be effective on the date of signature of this document by the parties.

MASON COUNTY JUVENILE COURT

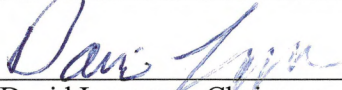
Toni A. Sheldon, Judge Juvenile Court

Date:

Amber Finlay, Judge Juvenile Court

Date:

SQUAXIN ISLAND TRIBE



David Lopeman, Chairman

Date:

BOARD OF COUNTY COMMISSIONERS

Tim Sheldon, Commissioner District #2

Date:

Randy Neatherlin, Commissioner District #1

Date:

Terri Jeffreys, Commissioner District #3

Date: