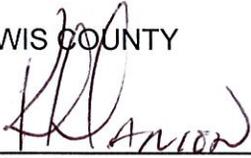


# MEMORANDUM OF UNDERSTANDING

Between Lewis County and City of Chehalis  
For Video Arraignment Services

1. To the extent permissible under its April 1 2012 contract with Homewav, Lewis County will permit the City of Chehalis to use its video visitation and arraignment system for video arraignments of County Jail inmates in Chehalis Municipal Court, and for purposes necessarily related hereto. The City acknowledges receipt of a copy of the said contract.
2. The City will reimburse the County at the rate of 25¢ per minute, and also pay the County a service fee, for all use of the system.
3. The Lewis County Sheriff's Office will submit a monthly voucher to Chehalis Municipal Court for reimbursement of all charges billed to the County for use of the system for purposes of this MOU. The voucher shall include the cost for services calculated at the above rate, plus a 5% service fee. The City of Chehalis shall pay each voucher in full within 30 days. Thereafter, interest at the legal rate shall accrue upon each voucher until paid in full.
4. Either party may terminate this agreement at any time, whether with or without cause, and either with or without prior notice. Upon termination, any outstanding vouchers and any future vouchers for services rendered prior to termination of this MOU shall be paid in full, forthwith.
5. The County offers no warranties and has made no representations as to the suitability of the video arraignment system for the purposes of conducting arraignments in Chehalis Municipal Court, nor for other purposes. The City has examined the system fully and to its complete satisfaction, and finds it suitable for its purposes. The City agrees to indemnify and to defend the County against, and to hold the County harmless from, all claims howsoever arising out of or relating to this agreement (including but not limited to claims in contract or in tort, claims of persons who may be arraigned or whose arraignment may be attempted over the system, and claims of Homewav).
6. The County shall have no greater duty to allocate resources or correctional staff time to facilitating Chehalis Municipal Court arraignments than it would have had in the absence of this agreement.

LEWIS COUNTY

  
per Kevin Hanson,  
Jail Administrator

11-19-14  
Date

CITY OF CHEHALIS

  
per Merlin G. MacReynold  
City Manager

11/17/2014  
Date