

## AGREEMENT FOR PRISONER CONFINEMENT SERVICES

This agreement ("Agreement") is made and entered into this 25<sup>th</sup> day of September 2018, by and between the COUNTY OF CLALLAM, a political subdivision of the State of Washington (hereinafter "COUNTY"), and the JAMESTOWN S'KLALLAM TRIBE a sovereign nation and federally recognized Indian Tribe (hereinafter "JAMESTOWN").

### REPRESENTATIONS:

1. Pursuant to RCW Chapters 39.34 and 70.48, COUNTY and JAMESTOWN may enter into an interlocal agreement, through their respective legislative bodies, whereby COUNTY shall furnish jail facilities for JAMESTOWN prisoners upon such terms as may be mutually agreed upon.
2. JAMESTOWN is responsible for the prosecution, adjudication, sentencing and incarceration of felony, misdemeanor and gross misdemeanor offenses committed by enrolled tribal adults from any federally recognized tribe occurring within JAMESTOWN jurisdictions, and must carry out this responsibility through the use of their own courts, staff, and facilities, or by entering into contracts or interlocal agreements to provide these services. Such contracts or interlocal agreements are required to take into account the anticipated costs of services as well as the anticipated and potential revenues to fund the services, including fines and fees, criminal justice funding, and state authorized sales tax funding levied for criminal justice purposes.
3. JAMESTOWN and COUNTY agree that the terms and conditions set forth herein are an acceptable basis for the COUNTY providing prisoner detention services, including jail and special detention arrangements, to JAMESTOWN, for tribal citizens, and members of other federally recognized tribes, committing felony, misdemeanor or gross misdemeanor offenses within the boundaries of JAMESTOWN limits.
4. JAMESTOWN has contracted with the Clallam County Sheriff's Office for routine law enforcement services on reservation and trust lands. As a result, deputies are tasked with enforcing tribal law under the authority of the JAMESTOWN TRIBE. Clallam County Sheriff's Office deputies enforcing Jamestown Tribal Law are hereinafter referred to as "JAMESTOWN law enforcement officers".
5. JAMESTOWN also employs Natural Resource Officers with arrest powers over tribal citizens for violations of the JAMESTOWN Tribal Code relating to fisheries, harvesting of resources as well as violation of the JAMESTOWN Tribal Code who, hereinafter, are referred to as JAMESTOWN law enforcement officers."

## AGREEMENTS:

1. The Availability of Adult Corrections Facilities: COUNTY agrees to furnish its facilities and personnel for the confinement, processing, and related activities of JAMESTOWN prisoners in the same manner and to the same extent as the COUNTY furnishes said services for confinement, processing, and related activities of its own prisoners. COUNTY jail facilities shall be made available and furnished for holding of JAMESTOWN prisoners held upon arrest, awaiting trial, and serving imposed jail terms.
2. Definition of a JAMESTOWN Prisoner: The term JAMESTOWN prisoner, as used in this Agreement, shall mean a person arrested by a JAMESTOWN law enforcement officer and confined in the County Corrections Facility, or otherwise held in detention as provided in this Agreement pursuant to a violation of JAMESTOWN Tribal Code. A prisoner arrested on a warrant issued by another jurisdiction within Clallam County or for charges initiated by a non-JAMESTOWN officer, shall be the responsibility of the originating agency.
3. Prisoner Confinement Daily Fee:
  - a. Commencing the date of this signed Agreement, JAMESTOWN agrees to pay the COUNTY a daily fee for the housing of JAMESTOWN prisoners in the County Corrections Facility based on the rate of \$75.69. The daily confinement fee shall be charged per prisoner for each twenty-four hour period or any portion thereof beginning at time of acceptance for booking and ending at time of release from the County Corrections Facility.
    - i. Book and Release: The cost to JAMESTOWN to have a prisoner Booked and Released on a criminal charge shall be based on the full current daily per diem rate regardless of the time it takes for the County to book, photograph and fingerprint the prisoner and accomplish any supplementary paperwork. A Book and Release is the choice of JAMESTOWN and can be used without regard to current jail restrictions or population counts used by the County to manage its resident jail population.
  - b. Effective January 1 of each subsequent year, the Prisoner Confinement Daily Fee shall be recalculated utilizing the last 12 months (July 1 through June 30) Jail Operating Costs, divided by the total man days served for that period minus operating revenues related to the chain gang. The COUNTY shall provide JAMESTOWN with the adjusted Prisoner Confinement Daily Fee no later than August 1 for the following year.

- c. Prisoner fees shall be billed by the COUNTY each month and JAMESTOWN shall pay said fees within thirty (30) days of billing. In the event of a mistake, the next billing after the mistake is discovered will be adjusted appropriately.
- d. When a JAMESTOWN prisoner is being held on charges originating from another local government within Clallam County, the daily fee shall be divided by the number of governmental jurisdictions for which the JAMESTOWN prisoner is being held.

4. Designated Administrators and Advisory Board:

The Clallam County Sheriff in consultation with the JAMESTOWN Tribe shall administer this Agreement pursuant to RCW 39.34.030(4)(a) and 43.376.020. Each administrator or designee will consult with each other as required or annually regarding costs, fees, and charges and regarding changes in policies, practices, or procedures, which may affect the responsibilities of the other, and will try to resolve disputes between themselves or through their designated representatives.

In the administration of this Agreement, the Sheriff in consultation with the JAMESTOWN Tribe shall be advised, and shall give due consideration to the recommendations of an advisory board that shall be known as the "Clallam County Prisoner Confinement Advisory Board". The specific duties of the advisory board shall be to provide consultation and recommendations on matters relating to policy, budgeting, planning, disputed billings and operations of the County Corrections Facility and other detention facilities/programs as provided for in this Agreement. The advisory board shall consist of the following members: Clallam County Undersheriff and Chief Corrections Deputy, County Administrator's representative, and representatives from each contract user agency.

5. Jail Medical Costs:

During the time and while a person is a JAMESTOWN prisoner, JAMESTOWN shall be responsible for all medical, dental or psychiatric bills incurred by or on behalf of said prisoner, before the charges are disposed of by sentencing or otherwise, provided that the COUNTY shall be entitled to reimbursement from JAMESTOWN for all medical, dental or psychiatric costs incurred by post-sentenced JAMESTOWN prisoners.

In the event a JAMESTOWN prisoner's medical, dental or mental condition necessitates, in the judgment of the Jail Medical Provider (nurse / doctor), the attention of health care provided outside of the Clallam County Correctional Facility, the provided medical, dental or psychiatric care shall not be construed as care incidental to incarceration and costs and charges associated with said outside medical, dental or psychiatric care shall be borne by JAMESTOWN.

Provided further that should outside medical, dental or psychiatric care be required by any JAMESTOWN prisoner, JAMESTOWN agrees to assume all additional costs associated with guarding said prisoner outside of the County Correctional Facility which costs shall be billed in the same manner as prisoner fees as set forth in paragraph 3(a) of this agreement.

JAMESTOWN authorizes the Jail Medical Provider (nurse / doctor) to solicit such medical, dental or mental care for the prisoner only if the JAMESTOWN medical facility cannot accommodate the necessary treatment.

- a. As part of the screening process upon booking or preparation of an inmate into jail, the COUNTY shall identify general information concerning the inmate's ability to pay for medical care, including insurance or other medical benefits or resources to which the inmate is entitled. The COUNTY shall make this information available to the Department of Social and Health Services (DSHS), JAMESTOWN, and any provider of health care services.
- b. If the confined person is eligible under DSHS medical care programs as authorized under Chapter 74.09.670 RCW, the COUNTY shall provide DSHS with the health care billing information and shall request reimbursement for payment of the bill(s) in accordance with RCW 70.48.130 if possible.
- c. JAMESTOWN shall have the right to obtain reimbursement from any insurance program or from other medical benefit programs available to the confined person. Additionally, JAMESTOWN shall have whatever civil or criminal remedies are available by law to recover the costs of medical care provided to the inmate or paid by JAMESTOWN. Nothing in this Agreement shall limit any existing rights of any party, including the COUNTY, JAMESTOWN, and medical care provider, against the person receiving the health care for the cost of the care provided.

6. Transportation:

- a. The JAMESTOWN law enforcement officers shall be responsible for transportation of all JAMESTOWN prisoners to the jail facilities for initial booking, and for transportation to all outside medical consultations, review or procedures deemed necessary during the first four hours of confinement.

- b. JAMESTOWN has its own Tribal Court located outside the Clallam County Courthouse; therein JAMESTOWN shall be responsible for transportation of all its prisoners from the jail facilities for all appearances in the Tribal Court.
- c. A court appearance / transportation preparation and return fee shall be assessed to JAMESTOWN for each Tribal Court Transport in the amount of \$40.00. In the event of a "video arraignment" occurring from inside the County Jail, said court fee shall be \$20.00. Costs may be adjusted annually to reflect increases and or decreases in facilities, personnel and equipment required to provide this service.

7. Copy of Arrest Warrant or Citation:

All JAMESTOWN law enforcement officers placing prisoners in the COUNTY jail shall, in every instance, complete an authorization of confinement at the time of booking of the JAMESTOWN prisoner and ensure reports are filed with the Tribal Court.

8. Transfer of Custody:

All JAMESTOWN law enforcement officers placing arrested persons in the custody of the COUNTY jail, shall be required to remain in the immediate presence of the arrested person and shall be considered to have such person in their sole custody until the COUNTY booking officer receives the completed Authorization for Confinement form from the JAMESTOWN officer, and the booking officer audibly states that the prisoner is secured and at such time and only then, will COUNTY come into custody of said prisoner.

When custody of a JAMESTOWN prisoner is transferred to the COUNTY, the JAMESTOWN prisoner shall be subject to all applicable rules, regulation and standards governing operation of the COUNTY jail, including any emergency security rules imposed by the Jail Superintendent subject to the applicable rules of the Superior Court and Title 289 WAC. Any JAMESTOWN police officer delivering a prisoner to the COUNTY jail shall comply with reasonable rules and regulations of the COUNTY jail.

9. Release of JAMESTOWN Prisoner from County Facility:

No JAMESTOWN prisoner confined in the COUNTY facility subject to this Agreement shall be released except:

- a. when requested in writing by the JAMESTOWN Prosecuting Attorney for purposes of full release to street or other jail facility or by JAMESTOWN Tribal officers for interviews connected with criminal investigations;
- b. in compliance with orders of the Tribal Court;

- c. for appearance in Tribal Court;
- d. if the prisoner has served their sentence, or bail or other recognizance has been posted as required;
- e. for placement into a Community Supervision Program as agreed to by JAMESTOWN; or
- f. the JAMESTOWN Tribal Court may release JAMESTOWN Prisoners prior to arraignment.

10. Record Keeping:

COUNTY agrees to maintain a system of record keeping relative to the booking and confinement of each JAMESTOWN prisoner in such style and manner as equivalent to COUNTY's records pertaining to its own prisoners. If not available through the JAMESTOWN's own records, the COUNTY shall make available, upon request, to JAMESTOWN or its authorized representatives, copies of said records.

COUNTY also agrees to maintain and allow JAMESTOWN to inspect and audit records of all revenue and expenditures pertaining to the confinement services provided for in this Agreement.

11. Posting of Bail:

COUNTY agrees to act as agent for JAMESTOWN in the receipt of bail posted pertaining to JAMESTOWN prisoners during other than normal working hours. COUNTY agrees to diligently and timely deliver or turn over said bail bonds or monies to the appropriate Court. Any monies refused for receipt by the appropriate Court shall be returned to the posting party as soon as practical.

12. JAMESTOWN Access to Prisoners:

All JAMESTOWN Law Enforcement Officers and Investigators shall have the right to interview the prisoners at any reasonable time inside the confines of the COUNTY jail, subject only to necessary security rules. Interview space will be made available to JAMESTOWN Law Enforcement Officers in equal priority with those of any other department, including the Sheriff's Department.

13. Equal Treatment of JAMESTOWN Prisoners:

JAMESTOWN and COUNTY prisoners will be treated equally for purposes of extradition, transportation, record keeping, and access to Community Supervision Programs. During situations where jail population exceeds maximum bed capacity, policies established relating to booking restrictions, acceptance of prisoners, and release of prisoners will treat JAMESTOWN and COUNTY equally.

14. Indemnification:

COUNTY agrees that JAMESTOWN, as an aspect of its sovereignty, is entitled to immunity from suit in all tribal, state and federal courts absent the clear, express and unequivocal consent of the Tribe or the clear, express and unequivocal consent of the United States Congress.

JAMESTOWN desires to make clear to all persons having or doing business or otherwise dealing with the Tribe, its subordinate economic and governmental units, its Tribal officials, employees and authorized agents, that the Tribe does not, under any circumstances, intend to voluntarily waive its entitlement to immunity from suit in tribal, state and federal courts under the doctrine of Tribal sovereign immunity absent strict and complete compliance with the procedures set forth in Section 22.01.02 of the Tribal Code, which shall be the exclusive method for effecting a voluntary Tribal waiver of sovereign immunity.

Sovereignty Retained. Except as articulated in this Agreement, nothing in this Agreement shall affect the existing status and sovereignty of either party.

The Tribe provides a limited waiver of its sovereign immunity to suit COUNTY pursuant to this Agreement, the amount and nature of which are within the coverage and limits of the Tribe's insurance policy, i.e., \$5,000,000.00 per occurrence. This limited waiver of sovereign immunity shall apply to any incidents that occur while this Agreement is in effect and also shall apply to any actions that are commenced after this Agreement terminates if the incident date occurred while the Agreement was in effect. Policies of insurance obtained by the Tribe purchased pursuant to this section shall prohibit the insurer from asserting a defense of sovereign immunity to claims made under the policy.

COUNTY assumes full responsibility for the health, safety and safekeeping of all JAMESTOWN prisoners while in the custody of COUNTY. The COUNTY shall indemnify and hold harmless JAMESTOWN and its officers, agents and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any negligent action or omission of the County, its officers, agents, and employees, or any of them.

In the event that any suit based upon such a claim, action, loss, or damage is brought against JAMESTOWN, the COUNTY shall defend the same at its sole cost and expense; provided, that, JAMESTOWN retains the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against JAMESTOWN and its officers, agents, and employees, or any of them, or jointly against JAMESTOWN and the COUNTY and their respective officers, agents, and employees, or any of them, the COUNTY shall satisfy the same.

JAMESTOWN shall indemnify and hold harmless the COUNTY and its elected officials, officers, agents, and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by

reason of or arising out of any negligent act or omission of JAMESTOWN, its officers, agents, and employees, or any of them. In the event that any suit based upon such a claim, action, loss, or damage is brought against the COUNTY.

JAMESTOWN shall defend the same at its sole cost and expense; provided that the COUNTY retains the right to participate in said suit if any principle of governmental or public laws is involved; and if final judgment be rendered against the COUNTY, and its officers, agents, and employees, or any of them, or jointly against the COUNTY and JAMESTOWN and their respective officers, agents, and employees, or any of them, JAMESTOWN shall satisfy the same.

In executing this Agreement, the COUNTY does not assume liability or responsibility for or in any way release JAMESTOWN from any liability or responsibility, which arises in whole or in part from the existence or effect of JAMESTOWN codes, ordinances, rules or regulations.

If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such JAMESTOWN code, ordinance, rule or regulation is at issue, JAMESTOWN shall defend the same at its sole expense and if judgment is entered or damages are awarded against JAMESTOWN, the COUNTY, or both, JAMESTOWN shall satisfy the same, including all chargeable costs and attorney's fees.

The terms of Section 14 "Indemnification" shall survive the termination or expiration of this Agreement.

15. Term / Termination:

The Contract term shall be ten years unless terminated in accordance with the provisions of this Agreement. Any party wishing to terminate this Agreement shall issue a written notice of intent to terminate not less than ten (10) days prior to issuing the ninety (90) day termination notice required by RCW 70.48.090.

As per RCW 70.48.090, the notice shall state the grounds for termination and any specific plans for accommodating the affected jail population.

Upon receipt of the written notice of intent to terminate, the parties will meet to confer on whether there are steps that the non-terminating party can take in order to avoid a ninety (90) day termination notice. After the ten (10) day period has run, the party desiring to terminate this Agreement may provide the other party ninety (90) days termination notice, as provided in RCW 70.48.090.

16. Limited Re-Opener:

The COUNTY or JAMESTOWN may request at twelve (12) months following the signing of this Agreement and every twelve (12) months thereafter that the parties meet to negotiate a change to the charges and/or procedures applied in connection with medical and/or psychiatric inmates.

17. Disputes:

Disputes shall be referred to the COUNTY Sheriff and the JAMESTOWN Chief of Police or designee for settlement. If disputes are not resolved by the parties within thirty (30) days of the referral, unless the parties agree to an extension of time, the dispute shall be referred to an arbitrator who has been mutually agreed upon by JAMESTOWN and COUNTY.

If they cannot agree to an arbitrator, the parties may apply to the presiding judge of the Clallam County Superior Court, or the presiding judge of the Tribal Court for appointment of an arbitrator. The arbitrator's decision shall be final and binding on both parties. Each party shall pay one-half of the arbitrator's fees. If mutual written consent to apply for the appointment of an arbitrator is not reached, either party may seek court action to decide the disputed contract provision.

18. Severability:

If any provision of this contract shall be held invalid, the remainder of this contract shall not be affected thereby if such remainder would then continue to serve the purposes and objectives of both parties.

DATED this 2nd day of October, 2018.

**SIGNATURES:**

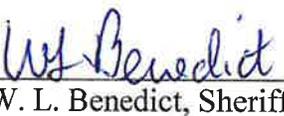
CLALLAM COUNTY  
BOARD OF COMMISSIONERS

  
\_\_\_\_\_  
Mark Ozias, Chair of the Board

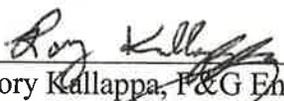
JAMESTOWN S'KLALLAM TRIBE

  
\_\_\_\_\_  
W. Ron Allen, CEO/Tribal Chairman

CLALLAM COUNTY SHERIFF'S OFFICE

  
\_\_\_\_\_  
W. L. Benedict, Sheriff

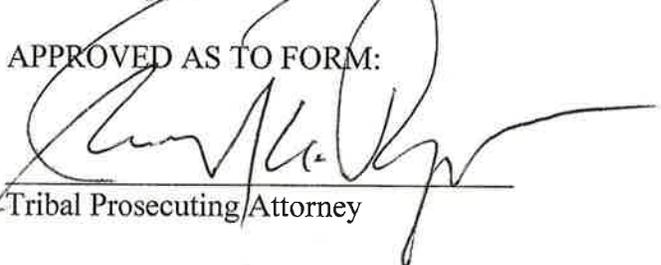
TRIBAL ENFORCEMENT

  
\_\_\_\_\_  
Rory Kallappa, P&G Enforcement

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Clallam County Prosecuting Attorney

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Tribal Prosecuting Attorney