

CITY OF FORKS AND HOH INDIAN TRIBE
INTERLOCAL AGREEMENT FOR PRISONER CONFINEMENT SERVICES

This Agreement is made and entered into this 22nd day of APRIL, 2020, by and between the CITY OF FORKS, a municipal corporation (hereinafter "FORKS"), and the HOH INDIAN TRIBE, an Indian Tribe recognized as such by the Federal Government (hereinafter "TRIBE", "TRIBAL", or any similar variation).

REPRESENTATIONS:

1. Pursuant to Chapters 39.34 and 70.48 RCW, FORKS and TRIBE may enter into an agreement, through their respective legislative bodies, whereby FORKS shall furnish jail facilities for TRIBAL prisoners upon such terms as may be mutually agreed upon.
2. Chapter 39.34 RCW specifies that cities are responsible for the incarceration of misdemeanor and gross misdemeanor offenses committed by adults in their respective jurisdictions, and referred from their respective law enforcement agencies, whether filed under state law or city ordinance, 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. TRIBE and FORKS agree that the terms and conditions set forth herein are an acceptable basis for FORKS providing prisoner jail services to TRIBE for persons committing misdemeanor or gross misdemeanor offenses within TRIBAL limits.

AGREEMENTS:

1. Availability and Funding of Adult Correctional Facilities and Services: FORKS agrees to house, care for, and provide for the welfare and safekeeping of TRIBAL prisoners within its facilities. In so doing, FORKS agrees to furnish its facilities and personnel for the confinement, processing, and related services for TRIBAL prisoners in the same manner and to the same extent as FORKS furnishes said services for confinement, processing, and related activities of its own prisoners. FORKS jail facilities shall be made available and furnished for holding of TRIBAL prisoners serving imposed jail terms, subject to the conditions herein. Said facilities and services shall meet the requirements of all applicable state and federal laws.
2. Definition of a TRIBAL Prisoner: The term "TRIBAL prisoner" as used in this Agreement shall mean a person arrested by TRIBAL police and held and confined in the FORKS Jail, or otherwise held in detention as provided in this agreement, pursuant

to a violation of a TRIBAL ordinance or a violation of a state law which designates the crime for which the person is held to be a misdemeanor or gross misdemeanor. The term "TRIBAL prisoner" shall not include a person arrested for a felony offense by TRIBAL police, a person arrested on a warrant issued by another jurisdiction or for charges initiated by a non-TRIBAL officer, or a person charged by the prosecutor with a felony or an attempt to commit a felony even if there is a plea to or conviction of a lesser offense.

3. Definition of Intensive Management Prisoner: The term "Intensive Management Prisoner" shall mean a TRIBAL prisoner who has been assigned to administrative segregation after it has been found that the prisoner poses a threat to themselves or others or the security of the institution, and all other housing options have been exhausted. Some conditions that may warrant Intensive Management status include: serious behavioral or medical issues that prevent housing with other prisoners, or constant violent tendencies toward staff and/or other prisoners. The designation of Intensive Management Prisoner shall be made by the FORKS Corrections Sergeant or designee. The TRIBE will be notified within 72 hours that TRIBE prisoner has been designated as Intensive Management.
4. Prisoner Confinement Daily Fee:
 - A. Beginning on the date first stated above, TRIBE agrees to pay FORKS a daily per inmate fee for the housing of prisoners in the FORKS Jail. The daily confinement fee shall be charged per prisoner for each calendar day or portion thereof, excluding the release day when a prisoner has been confined for more than one day. The base daily rate shall be \$51.66 each on a daily basis, FORKS will house any TRIBAL prisoner who has a court commitment of 364 days at the special daily rate of \$45.93 each day.
 - B. The confinement fee for Intensive Management Inmates shall be two times the current base daily rate.
 - C. These rates shall be adjusted annually, based on the Seattle CPI-U published in July of each year, with the adjustment taking effect in January of each subsequent year. The first annual adjustment will be effective January 1, 2021 and each year thereafter.
 - D. Prisoner fees shall be billed by FORKS each month and TRIBE shall pay said fees within 30 days of billing. In the event of an error, the next billing after the error was discovered will be adjusted appropriately.
5. Partial Confinement and Alternative Confinement Programs: TRIBAL prisoners shall be considered for FORKS alternative and partial confinement programs on an equal basis with FORKS prisoners, and subject to the same rules and regulations, as well as

potential sanctions, for program rule violations. Prisoner participation in such programs may be limited to an operational capacity as identified by FORKS. Alternative and partial confinement programs shall include, but not be limited to, Work Release and Work Crew. It is understood by the parties that the term alternative confinement programs shall not include electronic home monitoring.

Where offenders pay a fee to FORKS for program participation, such fees shall be deducted from the confinement daily fee billed to TRIBE.

Where TRIBAL prisoners are in a FORKS Work Crew assignment, they shall be credited with ten days "good time" for each 30 days that they are assigned to the Work Crew. If the prisoner is not on a work crew or special program, then in such case that prisoner is eligible for five days good time per thirty days served. "Good time" is earned, and not automatically "given", and is calculated based only on the time the prisoner is housed in Forks.

6. Designated Administrators: The FORKS Police Chief in consultation with the TRIBAL Police Chief shall administer this Agreement. Each administrator or designee may consult with each other quarterly regarding costs, fees and charges and regarding changes in policies, practices, or procedures, which may affect the responsibilities of the other. The Administrators will make their best efforts to resolve any disputes between themselves or through their designated representatives.
7. Medical Costs: FORKS understands that as part of the Federal Government's trust duty to members of Indian Tribes and Tribal Nations, that Indian Health Service is responsible pursuant to federal law for the cost of all emergency and necessary medical treatment for Indian persons, including those confined to the FORKS Jail. However, the TRIBE agrees in the event that IHS does not fulfill its duty to pay medical expenses for any TRIBAL person confined in the FORKS Jail, the TRIBE shall be responsible for all bills associated with such medical expenses and will ensure that the caregiver is paid for those services directly by the TRIBE. The TRIBE retains the option to contract with medical providers to provide medical services to TRIBAL prisoners.

The TRIBE shall be responsible for setting routine medical appointments and transportation for TRIBAL prisoners to any health care facility.

FORKS shall notify the TRIBE prior to outside medical care being provided for a TRIBAL prisoner; provided, however, that when emergency medical care is required in life-threatening circumstances, the notification may occur as soon as practicable.

No Waiver of Right to Seek Reimbursement. The above paragraphs relating to medical costs are intended solely to define the obligations between the parties to this agreement. Nothing contained within the provisions of this Agreement shall be

construed to waive the rights of either party to seek reimbursement for costs from the Department of Social and Health Services, Indian Health Services, or from the prisoner, or any other responsible third-party.

8. Transportation: Transportation of TRIBAL prisoners to the FORKS Jail will be provided by the TRIBE. Transportation to any court proceedings, medical appointments, or other type of appointments of a TRIBAL prisoner shall be the sole responsibility of the TRIBE.

Upon release of TRIBAL prisoners, FORKS may transport the prisoner to the Forks Transit Center. A one-way ticket toward the TRIBAL area may be issued to the released prisoner. If the prisoner is needed for Court during incarceration in the FORKS jail, it will be the responsibility of the TRIBE to transport the prisoner from FORKS jail to Court, and to return the prisoner back to FORKS jail.

9. Transfer of Custody: When the TRIBAL law enforcement officers are placing arrested persons in custody of FORKS, at a designated meet point between the parties or at the FORKS jail, the TRIBAL officer shall be required to remain in the immediate presence of the arrested person and shall be considered to have such person in his or her sole custody until the FORKS booking/transport officer audibly states that the prisoner is secured; at such time and only then, will FORKS come into custody of said prisoner.

When custody of a TRIBAL prisoner is transferred to FORKS, the TRIBAL prisoner shall be subject to all applicable rules, regulations and standards governing operation of the FORKS jail, including any emergency security rules imposed by the FORKS Chief of Police or designee. Any TRIBAL police officer delivering a prisoner to FORKS jail shall comply with reasonable rules and regulations of the FORKS jail.

10. Release of TRIBAL Prisoner from FORKS Jail: No TRIBAL prisoner confined in the FORKS jail subject to this Agreement shall be released except: (a) when requested by a member of TRIBAL Police Department; (b) in compliance with orders of the court in those matters in which the courts have jurisdiction; (c) for appearance in court; (d) for interviews by TRIBAL police or attorneys; (e) if the prisoner has served his or her sentence or the charge pending against said prisoner has been dismissed; or (f) as determined by the FORKS Chief of Police as part of a plan to reduce prisoner population as a result of facility overcrowding.
11. Record Keeping: FORKS agrees to maintain a system of record keeping relative to the booking and confinement of each TRIBAL prisoner in such style and manner as equivalent to FORKS's records pertaining to its own prisoners. FORKS shall make available, upon request, to TRIBE or its authorized representatives, copies of said records.

12. TRIBE Access to Prisoners: All TRIBAL police officers, investigators and the prisoner's legal counsel shall have the right to interview the prisoners at any time inside the confines of the FORKS jail, subject only to necessary security rules. Interview rooms will be made available to TRIBAL police officers in equal priority with those of any other department.
13. Equal Treatment of TRIBAL Prisoners: TRIBAL and FORKS prisoners will be treated equally for purposes of extradition, transportation, record keeping, and access to special detention programs. During situations where jail population exceeds maximum capacity, FORKS retains priority for the housing of FORKS prisoners. FORKS will notify TRIBE if prisoner(s) are to be released due to situations where jail population exceeds maximum capacity and will give TRIBE an opportunity to transport the TRIBAL prisoner(s) to another jail facility. When known, FORKS will notify TRIBE if the jail population exceeds maximum capacity prior to the transportation of new prisoners to the facility pursuant to paragraph 8 above.
14. Hold Harmless Agreement.
 - A. FORKS assumes full responsibility for the welfare, safety and safekeeping of all TRIBAL prisoners while in the custody of FORKS. FORKS agrees to hold harmless, indemnify, and defend TRIBE, its elected officials, officers, employees and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorneys' fees) (also including but not limited to claims related to alleged mistreatment, injury, or death to any prisoner, or loss or damage to prisoner property while in FORKS' custody) which result from or arise out of the negligence of FORKS, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of FORKS' services, duties and obligations under this Agreement.
 - B. The TRIBE agrees to hold harmless, indemnify, and defend FORKS, its elected officials, officers, employees and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorneys' fees) (also including but not limited to a claim of false arrest, unlawful imprisonment and writs of habeas corpus proceedings) which result from or arise out of the negligence of TRIBE, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of TRIBE's services, duties and obligations under this Agreement.
 - C. In the event that the officials, officers, agents, and/or employees of both FORKS and the TRIBE are concurrently negligent, each party shall be liable for its contributory share of negligence for any resulting suits, actions, claims,

liability, damages, judgments, costs and expenses (including reasonable attorneys' fees).


- D. Nothing contained in this section of this Agreement shall be construed to create a liability or a right of indemnification by any third party.
 - E. The provisions of this section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.
15. Duration of Agreement: This Agreement shall be effective on the date first stated above and shall automatically renew from year to year thereafter unless terminated upon written notice by either party with a minimum 90 days' notice. The notice shall state the grounds for the termination and the specific plans for accommodating the affected jail population (per RCW 70.48.090 as amended). Pursuant to RCW 39.34.040, each party shall be responsible for recording a copy of this agreement with its respective County auditor and/or posting this agreement on the agency's web-site.
 16. Disputes: Disputes relating to the interpretation or administration of this Agreement that cannot be resolved by the representatives designated herein shall be referred to the FORKS Mayor and TRIBAL Chairperson or their designees for settlement.
 17. Joint Undertaking or Separate Entity: Pursuant to the requirements of RCW 39.34.030(3), the parties specify the following: 1) no new or separate legal or administrative entity is created by the provisions of this Agreement; 2) the parties to this Agreement are each responsible for their own duties under this Agreement; 3) no joint financing or budget is required; and 4) and no real or personal property will be jointly acquired by the parties under this Agreement. All property owned by each of the parties shall remain its sole property to hold and dispose of in its sole discretion.
 18. Non-Delegation/Non-Assignment: Neither party may delegate the performance of any contractual obligation, to a third party, unless mutually agreed in writing. Neither party may assign this Agreement without the written consent of the other party.
 19. Each individual Agency's officers, agents, or employees are only employees of the individual Agency for any and all purposes, including responsibility for any federal or state tax, industrial insurance or Social Security liability. No provision of services under this Agreement shall give rise to any claim of career service or civil service rights, which may accrue to an employee of the Agency under any applicable law, rule, or regulation.
 20. Severability: If any provision of this Agreement shall be held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to serve the purposes and objectives of both parties.

DATED this 24th day of APRIL 2020

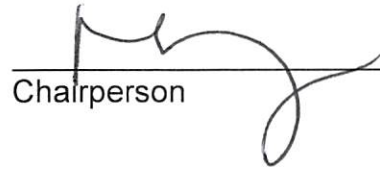
DATED this 29 day of April 2020

City of Forks

Hoh Indian Tribe



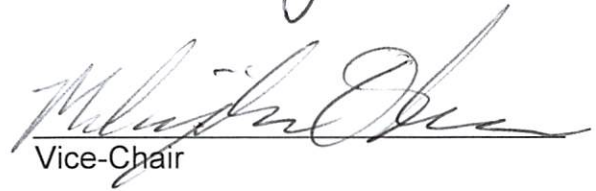
Mayor



Chairperson



Forks Police Chief



Vice-Chair

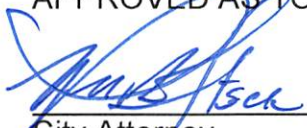
ATTEST:



City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:



City Attorney

Tribal Attorney