Document Title: Inter-local Cooperation Agreement - Housing of Inmates

Related Documents: N/A Grantor: Okanogan County

Grantee: Confederated Tribe of the Colville Reservation

Legal Description: N/A Parcel Number(s): N/A

# INTERLOCAL COOPERATION AGREEMENT BETWEEN OKANOGAN COUNTY, WASHINGTON AND THE CONFEDERATED TRIBES OF THE COLVILLE RESERVATION, WASHINGTON, FOR THE HOUSING OF INMATES IN THE OKANOGAN COUNTY JAIL

THIS AGREEMENT is made and entered into on this day by and between the Board of County Commissioners of Okanogan County, Washington, hereinafter referred to as "Okanogan County," and the Colville Confederated Tribes, Washington, hereinafter referred to as "CCT," each party acting pursuant to their respective governmental authorities.

#### WITNESSETH:

WHEREAS, Okanogan County is authorized by law to operate a jail and CCT is authorized by law to operate a jail; and

WHEREAS, CCT wishes to designate the Okanogan County jail as an option for CCT to utilize for confinement for the incarceration of inmates lawfully committed to CCT's custody; and

WHEREAS, the Sheriff of Okanogan County is desirous of accepting and keeping in his/her custody CCT inmate(s) in the Okanogan County jail for a rate of compensation mutually agreed upon by the parties hereto; and

WHEREAS, RCW 39.34.080 and other Washington law, as amended, authorizes any county to contract to perform any governmental service, activity or undertaking which each contracting jurisdiction is authorized by law to perform; and

WHEREAS, the governing bodies of each of the parties hereto have determined to enter into this Agreement as authorized and provided for by RCW 39.34.080 and other Washington law, as amended,

NOW, THEREFORE, in consideration of the above and foregoing recitals, the payments to be made, the mutual promises and covenants herein contained, and for other good and valuable consideration, the parties hereto agree as follows:

#### Section 1. GOVERNING LAW

The parties hereto agree that, except where expressly otherwise provided, the laws and administrative rules and regulations of the State of Washington shall govern in any matter relating to inmate confinement pursuant to this Agreement.

# Section 2. DURATION

This Agreement shall be effective from October 1 2019 through September 30, 2022, subject to earlier termination as provided by Section 3 herein.

# Section 3. TERMINATION

- (a) By either party. At any time after October 1, 2019, this Agreement may be terminated by written notice from either party to the other party delivered by regular mail to the contact person identified herein, provided that termination shall become effective not less than one (1) year after receipt of such notice. Prior to the effective date of such notice, CCT agrees to remove its inmate(s) from the Okanogan County jail.
- (b) <u>Compensation Due for Services Rendered</u>. In the event of termination of this Agreement for any reason, CCT shall compensate Okanogan County in the same manner and at the same rates as if this Agreement had not been terminated should any CCT inmates remain housed by Okanogan County after the effective date of the notice of termination.

#### Section 4. MAILING ADDRESSES

(a) All notices, reports, and correspondence to the respective parties of this Agreement shall be sent to the attention of the following people, except as set forth in (b) below:

# Okanogan County:

Okanogan County Corrections

Street 149 4th Ave N

Okanogan, WA 98840

Contact Person: Chief Corrections Deputy Tammi Denney

#### Colville Confederated Tribes:

Colville Tribal Correctional Facility

PO Box 675

Nespelem, WA 99155

509-634-7368

Email: justin.allen@colvilletribes.com

Contact Person: Commander Justin Allen

Contact Person: Notification related to the Medical, Removal, Escape, or Death clauses herein shall be given by telephone and facsimile to the Colville Confederated Tribes contact person.

#### Section 5. COMPENSATION

- (a) <u>Rates</u>. Okanogan County agrees to house CCT inmates for compensation per day per inmate, at the rate of fifty-eight dollars and fifty cents (\$58.50) per day. The day an inmate is released shall not be included in calculating compensation. The rate shall be adjusted by the Consumer Price Index (CPI) yearly, using the West Region rate as the most applicable to our area.
  - (b) <u>Guarantee</u>. CCT guarantees payment for all inmates housed per day pursuant to this Agreement.
- (c) <u>Transport</u>. CCT agrees to provide transportation of CCT arrestees/inmates. The Chief Corrections Deputy of the Corrections Facility of Okanogan County may provide other transportation services as may be agreed upon between the Chief and CCT. Any transportation services for which additional compensation shall be paid by CCT must be approved in writing by CCT.
- (d) Monthly billing and payment. Okanogan County agrees to provide CCT with an itemized bill listing all names of inmates who are housed, the case or citation number, the number of days housed including the date and time booked into Okanogan County's jail and the date and time released from Okanogan County's jail, and the dollar amount due for each. Okanogan County agrees to provide said bill on or about the 10th of each month. CCT agrees to make payment to Okanogan County within thirty (30) days from the date the bill is received.

# Section 6. RIGHT OF INSPECTION

CCT shall have the right to inspect, but not the duty to inspect, at all reasonable times, all Okanogan County jails in which inmates of CCT are confined in order to determine if such jail maintains standards of confinement acceptable to CCT and that such inmates therein are treated equally regardless of race, religion, color, creed or national origin. Okanogan County shall be obligated to manage, maintain and operate its facilities consistent with all applicable federal, state and local laws and regulations.

# Section 7. INMATE ACCOUNTS

Okanogan County shall establish and maintain an account for each inmate received from CCT and shall credit to such account all money which is received and shall make disbursements, debiting such account in accurate amounts for the inmate's personal needs. Disbursements shall be made in limited amounts as are reasonably necessary for personal maintenance. Okanogan County shall be accountable to CCT for such inmate funds. At either the termination of this Agreement, the inmate's death, release from incarceration or return to either CCT or indefinite release to the court, the inmate's money shall be transferred to the inmate's account in care of CCT. If requested by CCT, Okanogan County Corrections will return said inmate reimbursement to CCT in the form of a check in the name of each inmate eligible for said reimbursement.

#### Section 8. RESPONSIBILITY FOR INMATE'S CUSTODY

- (a) It shall be the responsibility of Okanogan County to confine the inmate or inmates; to provide treatment, including the furnishing of subsistence and all necessary medical and hospital services and supplies pursuant to Section 9, below; to provide for the inmates' physical needs; to make available to them programs and/or treatment consistent with their individual needs; to retain them in said custody; to supervise them; to maintain proper discipline and control; to make certain that they receive no special privileges and that the sentence and orders of the committing court in the State are faithfully executed; provided that nothing herein contained shall be construed to require Okanogan County, or any of its agents, to provide treatment, facilities or programs for any inmates confined pursuant to this Agreement, which it does not provide for similar inmates not confined pursuant to this Agreement.
- (b) Except as provided in Section 12, it is expressly understood that Okanogan County shall not be authorized to transfer custody of any inmate confined pursuant to this Agreement to any party other than CCT, or to release any inmate from custody without written authorization from the committing court.

# Section 9. MEDICAL SERVICES

- (a) Inmates from CCT shall receive such medical, psychiatric, and dental treatment as may be necessary to safeguard their health while housed in the Okanogan County jail. CCT shall provide or arrange for the providing of such medical, psychiatric, and dental services. CCT shall pay directly or reimburse Okanogan County for any and all costs associated with the delivery of medical services, or any emergency and/or major medical service, provided to inmates arrested by Colville Confederated Tribal Police.
- (b) Okanogan County shall keep an adequate record of all such services. CCT will be able to review at its request any medical or dental services of major consequence, in accordance with applicable law, including but not limited to HIPAA. Okanogan County will report to CCT any medical or dental services of a major consequence as soon as is practical.
- (c) Should medical or dental services require hospitalization, CCT agrees to compensate Okanogan County dollar for dollar any amount expended or cost incurred in providing the same; provided that, except in emergencies, CCT will be notified as soon as possible by telephone prior to the inmate's transfer to a hospital and nothing herein shall preclude CCT from releasing or retaking the ill or injured inmates.

Washington law provides that costs for hospitalization of CCT inmates arrested by the other municipalities shall be billed to the arresting municipality; however, all inmates being housed at Okanogan County pursuant to this Agreement will be direct transfers from CCT. CCT will not be responsible for billings not paid by any other arresting municipalities

# Section 10. DISCIPLINE

Okanogan County shall have physical control over and power to execute disciplinary authority over all inmates of CCT. However, nothing contained herein shall be construed to authorize or permit the imposition of a type of discipline prohibited by state or federal law or the

imposition of a type of discipline that would not be imposed on an inmate who is not confined pursuant to this contract.

# Section 11. RECORDS AND REPORTS

- (a) Before or at the time of transfer of any inmate from the Colville Tribal Correctional Facility, CCT shall forward to Okanogan County a copy of all inmate records pertaining to the inmate's present incarceration at the Colville Tribal Correctional Facility. If additional information is requested regarding a particular inmate, the parties shall mutually cooperate to provide any additional information.
- (b) Okanogan County shall keep all necessary and pertinent records concerning such inmates in the manner mutually agreed upon by the parties hereto. During an inmate's confinement in Okanogan County, CCT shall, upon request, be entitled to receive and be furnished with copies of any report or record associated with said inmate's incarceration.

# Section 12. REMOVAL FROM THE JAIL

Except for inmates eligible for correctional work details and trustee status and under the direct supervision of a corrections officer, an inmate of CCT legally confined in the Okanogan County Jail shall not be removed therefrom by any person without written authorization from CCT or by order of any court having jurisdiction. Okanogan County agrees that no early releases or alternatives to incarceration, including furloughs, passes, home detention, or Work Release shall be granted to any inmate housed pursuant to this Agreement without written authorization by the committing court. This paragraph shall not apply to an emergency necessitating the immediate removal of the inmate for medical, dental, psychiatric treatment or other catastrophic condition presenting an eminent danger to the safety of the inmate or to the inmates or personnel of Okanogan County. In the event of any such emergency removal, Okanogan County shall inform CCT of the whereabouts of the inmate or inmates so removed, at the earliest practicable time, and shall exercise all reasonable care for the safekeeping and custody of such inmate or inmates.

# Section 13. ESCAPES

In the event any CCT inmate shall escape from Okanogan County's custody, Okanogan County will use all reasonable means to recapture the inmate. The escape shall be reported immediately to CCT. Okanogan County shall have the primary responsibility for and authority to direct the pursuit and retaking of the inmate or inmates within its own territory. Any cost in connection therewith shall be chargeable to and borne by Okanogan County; however, Okanogan County shall not be required to expend unreasonable amounts to pursue and return inmates from other states or other counties.

# Section 14. DEATH OF AN INMATE

(a) In the event of the death of a CCT inmate, the Okanogan County Coroner shall be notified. CCT shall receive copies of any records made at or in connection with such

notification. Okanogan County will investigate any death within its facility and will allow CCT to join in the investigation.

- (b) Okanogan County shall immediately notify CCT of the death of a CCT inmate, furnish information as requested and, subject to the authority of the Okanogan County Coroner, follow the instructions of CCT with regard to the disposition of the body. Written notice shall be provided within three calendar days of receipt by CCT of notice of such death. All expenses relative to any necessary preparation of the body and shipment charges shall be paid by CCT. With CCT's consent, Okanogan County may arrange for disposition of the inmate's remains and all matters related or incidental thereto, and all such expenses shall be paid by CCT. The provisions of this paragraph shall govern only the relations between or among the parties hereto and shall not affect the liability of any relative or other person for the disposition of the deceased or for any expenses connected therewith.
- (c) CCT shall receive a certified copy of the death certificate for any of its inmates who have died while in Okanogan County custody.

# Section 15. RETAKING OF INMATES

In the event the confinement of any CCT inmate is terminated for any reason by either party, retaking of inmates shall be coordinated in the same manner and at the same rates as if this Agreement had not been terminated, or in a manner as agreed in writing by the parties.

# Section 16. HOLD HARMLESS AND INDEMNIFICATION

- (a) CCT shall defend, indemnify and hold harmless Okanogan County, its officers, agents and employees from any claim, cost, judgment or damages, including attorneys' fees, arising from any CCT action or proceeding involving the confinement of any inmates from CCT in Okanogan County; provided that this subsection shall not apply to any such claim, cost, judgment or damage that arises out of or in any way results from any allegations of any intentional, willful or negligent act or omission on the part of Okanogan County or any officer, agent or employee thereof.
- (b) Okanogan County shall defend, indemnify and hold harmless CCT, its officers, agents and employees from any claim, cost, judgments or damages, including attorneys' fees, including third party claims, arising out of any action or omission of Okanogan County, its officers, agents, independent contractors, or employees while CCT inmates are in the custody of Okanogan County, or for any wrongful release of inmates placed in their custody, or for any claim by its employees, agents or independent contractors that may be asserted against CCT in performing this Agreement.
- (c) An inmate shall become the responsibility of Okanogan County at the point that the inmate(s) is booked into Okanogan County jail or when the inmate(s) has been released to the care, custody and control of Okanogan County, including without limitation the point at which Okanogan County, or its agents, picks up inmates or transports inmates as in Section 5, whichever occurs first. Okanogan County shall hold CCT harmless under the terms of

this section for all claims arising out of the detention of the inmate(s). Accordingly, Okanogan County shall be held harmless by CCT under the terms of this Agreement, for claims arising out of the arrest of the inmate(s), or arising out of any situation occurring prior to the time that Okanogan County assumes responsibility for the inmate(s).

# Section 17. INSURANCE

- (a) Each party agrees to provide the other with evidence of insurance coverage, in the form of a certificate of insurance from a solvent insurance provider and/or a letter confirming coverage from a solvent self-insurance pool, which is sufficient to address the insurance and indemnification obligations set forth in this Agreement.
- (b) Each party shall obtain and maintain coverage in minimum liability limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate for its liability exposures, including comprehensive general liability, errors and omissions, auto liability and police professional liability. The insurance policy shall provide coverage for those events that occur during the term of the policy, despite when the claim is made. For the purpose of this paragraph, membership in a self-insurance risk pool that provides coverage with limits that are no less than the policy, and limits identified above shall satisfy the requirements of this section.

# Section 18. NO RIGHT TO REFUSE INMATE(S)

- (a) Okanogan County shall not have the right to refuse to accept any inmate from CCT, unless an unreasonable cost would be borne by Okanogan County such as medical need.
- (b) When in the judgment of Okanogan County an inmate has a current illness or injury which may adversely affect the operations of the Okanogan County jail, has a history of serious medical problems, presents a substantial risk of escape, or presents a substantial risk of injury to other persons or property, the Chief Corrections Deputy shall immediately notify CCT and the parties shall work together to address the Chief's concerns.

# Section 19. INDEPENDENT CONTRACTOR

In providing services under this Agreement, Okanogan County is an independent contractor and neither it nor its officers, agents or employees are employees of CCT for any purpose, including responsibility for any federal or state tax, industrial insurance or Social Security liability. Neither shall the provision of services under this contract give rise to any claim of career service or civil service rights, which may accrue, to an employee of CCT under any applicable law, rule or regulation.

# Section 20. FINANCING

There shall be no financing of any joint or cooperative undertaking pursuant to this Agreement. There shall be no budget maintained for any joint or cooperative undertaking pursuant to this Agreement.

# Section 21. PROPERTY

This Agreement does not provide for the acquisition, holding or disposal of real or personal property.

# Section 22. JOINT ADMINISTRATIVE BOARD

No separate legal or administrative entity is created by this Agreement. To the extent necessary, this Inter-local Agreement shall be administered by the Colville Confederated Tribes or designee, and the Chair of the Okanogan County Board of Commissioners or his/her designee.

# Section 23. NO THIRD-PARTY RIGHTS.

Except as expressly provided herein, nothing in this Agreement shall be construed to permit anyone other than the parties hereto and their successors and assigns to rely upon the covenants and agreements herein contained nor to give any such third party a cause of action (as a third-party beneficiary or otherwise) on account of any nonperformance hereunder.

#### Section 24. SEVERABILITY.

If any portion of this Agreement is changed per mutual agreement, or any portion is held invalid, the remainder of the Agreement shall remain in full force and effect.

#### Section 25. INTEGRATION – ENTIRE AGREEMENT.

This written Agreement constitutes the complete and final agreement between the parties.

# Section 26. GOVERNING LAW AND VENUE.

This Agreement shall be governed by the laws of the State of Washington, and venue for any lawsuit shall be the Okanogan County Superior Court.

# Section 27. SOVEREIGN IMMUNITY

Nothing in this Agreement shall be construed as a waiver or diminishment of any immunity allowed to each party by law. Further, each party may, to the extent allowed by law, assert the immunities that are provided for the other, if they are sued as a result of actions taken on behalf of the other.

# Section 28. APPROVAL AND FILING.

Each party shall approve this Agreement by resolution, ordinance or otherwise pursuant to the laws of the governing body of said party. The attested signature of the officials identified below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed with Okanogan County Auditor's office pursuant to RCW 39.34.040.

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed in duplicate by the parties hereto and made effective on the day and year first above written:

DATED at Okanogan, Washington this 15th	day of October 2019.
COLVILLE CONFEDERATED TRIBES NESPELEM, WASHINGTON	BOARD OF COUNTY COMMISSIONERS OKANOGAN COUNTY, WASHINGTON
Director of Public Safety	Chair Jim Detro
Executive Director	Vice Chair Chris Branch
Chairman of the Colville Business Council	ABSENT Commissioner Andy Have COMMISSION
ATTEST:	Clerk of the Board Lalena Daniel Co., Washing
APPROVED AS TO FORM:	APPROVED AS TO FORM:
Attorney 3/11/2020	Chief Civil Deputy Prosecuting Attorney
	OKANOGAN COUNTY SHERIFF  Anthony D. Hawley, Sheriff

# Confederated Tribes of the Colville Reservation External Funding Signature Sheet

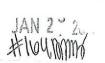
Today's Date: November 19, 2019	Date Due: December 5, 2019	
Allocated by what Funding Source: Federal P.L. 93-638 Con Served under what CBC Committee: Law & Justice and Man What Fund Number (include Contract/Grant):101518 Contract	agement & Budget Committee	
Company/Vendor Name: Okanogan County Corrections Administering Program: Colville Tribal Correctional Facilit Matching Dollars: N/A	Indirect Dollars Identified: N/A	
Summary of Contract content: Interlocal Cooperation Agree The Confederated Tribes of the Colville Reservation, WA for County Jail at a rate of \$58.50 per day, the rate shall be adjusing the West Region rate as the most applicable to our are \$58.50 rate x 365 days = \$21,352.50 x 5 inmates = \$106,769.50	or the Housing of Inmates in the Okanogan usted by the Consumer Price Index yearly, ea (this is only an estimated amount figure of	
REVIEW and APP	ROVAL C20-14	
TERO Représentative and Approval Date  5) Lucy (~7-20)  Executive Director and Approval Date	HORLL VA 12125FM	
COMMENTS OR CONCERNS TO BE CLARIFIED  Choice of Law Ivenue is WA state - CE 12/9 /12/9 SCT	PRIOR TO FURTHER PROCESSING	
Process a requisition for the full contract amount to commit the dollars. For payment  Do not submit proposal for the Administrative Signature Revie  Required changes must be done prior to the next signature bein  Sole Source Contract s requires detailed justification to be attack	w or Council Approval unless this form is completed, ag applied.	

Council Committee approval requires types recommendation sheet to be attached to original paperwork.

Distribution: Original: Central Accounting Copy: Program Contractor, Grants and Contract Compliance Office

Executive Director signing authority for routine contracts and litigation modifications \$30,000 (Res# 1998-863).

14N C 7 2323



#### RESOLUTION

WHEREAS, it is the recommendation of the Management & Budget/Community Development and Law & Justice Committees to approve the Three (3) Year Interlocal Cooperation Agreement between Okanogan County, WA and the Confederated Tribes of the Colville Reservation, WA for the Long Term Housing of Colville Tribal Correctional Facility Inmates into the Okanagan County Jail at a Rate of \$58.50 per day, the rate shall be adjusted by the Consumer Price Index yearly, using the West Region rate as the most applicable to our area. (This is only an estimated amount figure of \$58.50 rate x 365 days = \$21,352.50 x 5 inmates = \$106,769.50 a year x 3 years = \$320,287.50). Contract period is from October 01, 2019 to September 30, 2022. Long Term Housing is considered when an inmate is sentenced to over 360 days in jail. Also, to authorize the Chairperson or his/her designee to sign all pertinent documents. No Tribal dollars will be expended.

THEREFORE, BE IT RESOLVED, that we, the Colville Business Council, meeting in a SPECIAL SESSION this 20<sup>th</sup> day of February, 2020 acting for and in behalf of the Colville Confederated Tribes, Nespelem Washington, do hereby approve the above recommendation of the Management & Budget/Community Development And Law & Justice Committee.

The foregoing was duly enacted by the Colville Business Council by a vote of **8 FOR 0 AGAINST 0 ABSTAINED**, under authority contained in Article V, Section 1(a) of the Constitution of the Confederated Tribes of the Colville Reservation, ratified by the Colville Indians February 26, 1938, and approved by the Commissioner of Indian Affairs on April 19, 1938.

ATTEST:

Rodney Cawston, Chairman Colville Business Council

cc:

Jack Ferguson, M&B/CDC Committee Chair Richard Swan Sr., L&J Committee Chair Naomi Yazzie, M&B/CDC Committee Secretary Deanna James, L&J Committee Secretary Francis Somday, Executive Director William Nicholson II, Chief Financial Officer Dept. or Program: Justin Allen, Corrections Department



# **Confederated Tribes of the Colville Reservation**

Nespelem, Washington

Interlocal Cooperation Agreement between Okanogan and Colville Confederated Tribe

DATE: February 19, 2020

Program: Corrections Department

COLVILLE BUSINESS COUNCIL

Justin Allen, Corrections Commander

Law & Justice/Management & Budget Committees

WA and The Confederated Tribes Correctional Facility Inmates into by the Consumer Price Index yearl estimated amount figure of \$58.50 a \$320,287.50). Contract period is fro when an inmate is sentenced to ove	Three (3) Year Inter of the Colville Reserve the Okanogan Count y, using the West Re- rate x 365 days = \$21 om October 01, 2019 r 360 days in jail. Au	recommendation of the Law & Justice rlocal Cooperation Agreement between vation, WA for the Long Term Housing y Jail at a rate of \$58.50 per day, the ragion rate as the most applicable to our 3352.50 x 5 inmates = \$106,769.50 a year to Septmber 30, 2022. Long Term Housthorize the Office of Reservation Attoron or his/her designee to sign all pertiness.	Okanogan County, g of Colville Tribal ate shall be adjusted area. (this is only an ar x 3 years = sing is considered ney to sign this
COMMITTEE MEMBERS	VOTE CAST (YES) (NO)	COMMITTEE MEMBERS	VOTE CAST
Jack Sergus Merzie Fritcherron Oseph I. Sonday Rulend H. Sr	X		(YES) (NO)
Business Council Actions:	Seconded by:	mf	
8 FOR	Signed:	Committee Chairperson	
NAY	Signed:	CBC Chairperson	
ABSTAINED		Date Enacted: <u>02-20-2020</u>	
Amendments:			

TO:

FROM:

SUBJECT:

Initiated By: