

AGREEMENT FOR USE OF HOLDING FACILITY
between the
ALEUT COMMUNITY OF ST. PAUL ISLAND
and the
CITY OF SAINT PAUL

This Agreement dated _____, 2021 is between the Aleut Community of St. Paul Island (the "Tribe"), a federally recognized Indian Tribe, and the City of Saint Paul (the "City"), a municipality and political subdivision of the State of Alaska.

1. Definitions, Recitals, and Scope of Agreement

1.1 Definitions. Capitalized terms used in this Agreement that are defined in this Section 1.1 shall have the following meanings, unless the context clearly requires otherwise:

"Code of Tribal Ordinances" means the ordinances codified by the Tribal Government of St. Paul, the governing body of the Tribe.

"Holding Facility Holding Facility" means the Saint Paul Department of Public Safety Holding Facility holding facilities.

"Public Safety" means City of Saint Paul's Department of Public Safety.

"Tribal Court" means the St. Paul Island Tribal Court or the organized judicial body or court for the Tribe as outlined in Title II, Chapter 2.1 of the Code of Tribal Ordinances.

"Tribal Detainee" means adult members of the Tribe, or any other Indian Tribe, over whom the Tribal Court has jurisdiction, who are in noncompliance with a Tribal Court order and have been found in civil contempt by a Tribal Court judge.

"Tribal Juvenile" means either a juvenile offender or a minor in need of care, as those terms are defined in the Juvenile Code of the Code of Tribal Ordinances.

1.2 Recitals.

A. Pursuant to AS 29.35.10 (15), the City has the power to provide facilities and/or services for the confinement and care of inmates and enter into agreements with the state, another municipality, or any person, relating to the confinement and care of inmates.

B. Pursuant to its Constitution and the laws of the Aleut Community of St. Paul Island, ACSPI has the authority to enter into this Agreement.

1.3 Scope of Agreement. This Agreement provides for the orderly transfer of Tribal Detainees and Tribal Juveniles to the custody of the Holding Facility when the detention of Tribal Detainees or Tribal Juveniles is necessary pursuant to an order of the Tribal Court.

2. Housing of Tribal Detainees

2.1 Acceptance of Tribal Detainees. Public Safety will accept Tribal Detainees into the Holding Facility upon written Tribal Court order. The Tribe shall provide a minimum twenty-four (24) hour notice to the Chief of Police of incoming Tribal Detainees for acceptance into the Holding Facility . The Tribe shall further provide all necessary information requested or required by Public Safety at the time of acceptance, including a copy of a Wavier of Liability signed by the Detainee. Detainees shall be accepted contingent upon safety, space, and/or personnel availability at the Holding Facility . Public Safety agrees to house Detainees accepted and provide necessary food, shelter, and supervision services. Any Tribal Detainee accepted into the Holding Facility shall have the same privileges and be subject to the same rules and regulations as any other inmate lodged at the Holding Facility . Additional rules, conditions, and regulations may be imposed upon Tribal Detainees as may be directed by the St. Paul Island Tribal Court, provided the same do not compromise the Holding Facility 's disciplinary procedures and Holding Facility rules and regulations, or the health, safety, welfare, or security of Holding Facility inmates or personnel.

2.2 Transportation. During detention, CPOs shall be responsible for the transportation of all Tribal Detainees for acceptance into the Holding Facility and to and from the Tribal Court or other locations that may be designated by the Tribal Court for all hearings and Tribal Court matters.

2.3 Release. The Tribal Court shall promptly notify Public Safety of Tribal Detainee releases by court minute or other court order. Tribal Detainees shall not be released from the Holding Facility except upon written orders from the Tribal Court, or upon notice to the Tribe by the Chief of Police that a Detainee can no longer be held due to lack of space or personnel or other emergency circumstances.

3. Medical Needs of Tribal Detainees

3.1 Treatment. Tribal Detainees shall be treated for any medical needs pursuant to the Holding Facility policies and procedures.

3.2 Emergency Treatment. Public Safety staff has the responsibility and authority to determine whether a Tribal Detainee requires any emergency medical treatment and to take any action necessary to ensure proper treatment. Public Safety will contact the Tribal Court in the event of a medical emergency and the Tribe shall be responsible for the costs of any medical services provided, including emergency services and hospital costs, if not covered by private health insurance and/or Indian Health Services Contract Health Services.

3.3 Use of Officers. The Tribe agrees to pay for overtime for Public Safety officers if such officers are required to attend to a Tribal Detainee during the provision of medical services.

3.4 Medical Rejections. Public Safety reserves the right to reject any Tribal Detainee who suffers from a serious medical condition. The Public Safety Chief of Police or highest ranking officer will be responsible for determining whether a seriously ill Tribal Detainee will be accepted into the Holding Facility or remain in detention and shall notify the Tribe of a medical rejection.

4. Payment

4.1 Amount Charged. Daily per diem payments shall be charged to the Tribe in the amount of \$175.00 per day for each Tribal Detainee housed in the Holding Facility pursuant to this Agreement. In the event a Holding Facility guard is hired to supervise any Tribal Detainee or Tribal Juvenile, the Tribe shall be billed an additional hourly rate for such Holding Facility guard at the then current rate paid by the State of Alaska for the services of a Holding Facility guard on St. Paul Island, AK.

4.2 Time Charged. For billing purposes, one day is equivalent to 24 hours in the Holding Facility. If the Tribal Detainee is held less than 24 hours, the Tribe shall be responsible for one day's charge.

4.3 Billing. The City shall bill the Tribe on a monthly basis for services provided. The monthly billing statement shall list each Tribal Detainee, the dates each Detainee was housed in the Holding Facility, the total number of days for which each inmate is being charged, the rate to be charged, and the total amount billed.

4.4 Payments. The Tribe shall provide the City payment for each invoice within thirty (30) days after receipt of the invoice. If any disputes arise out of the billing process, the undisputed portion of any bill shall be paid pending resolution of the dispute.

5. Juvenile Detention

5.1 Acceptance of Tribal Juveniles. The Holding Facility shall be made available and furnished for the holding of Tribal Juveniles for reasons to include those listed for Tribal Detainees as well as emergency placement of minors in need of care. Tribal Juveniles will not be accepted into the Holding Facility if any adult inmate or Detainee is already housed in the Holding Facility. Tribal Juveniles will immediately be released if Public Safety needs the Holding Facility for an adult inmate.

5.2 Same Terms. All terms of this Agreement shall apply to Tribal Juveniles in the same manner and to the same extent as Tribal Detainees.

6. Miscellaneous

6.1 Immunities.

- A. All parties to this Agreement shall retain all immunities from liability and exemptions from laws, ordinances, and regulations that the parties may have.
- B. Nothing in this Agreement shall be construed to cede the jurisdiction of any of the parties or consent to the jurisdiction of any other party, to modify the relevant legal requirements for arrest or search and seizure, or to otherwise modify the legal rights of any person to accomplish the purposes of this Agreement.

6.2 Hold Harmless. Each party shall waive any and all claims against any other party that may arise out of their activities under this Agreement (unless such claims are proximately caused

by the gross negligence or willful misconduct of the other party or its officers). Each party shall be responsible for all liability of whatever nature arising from the acts or omissions of its own employees. To the extent provided by law, under no circumstances shall any party be liable for the acts of an employee of any other party performed pursuant to this Agreement. The Tribe shall hold harmless the City and its employees for all claims arising out of the arrest, judicial process, and incarceration conducted through the Tribal Court.

6.3 Indemnification. Each party shall indemnify all other parties from all claims, judgments, or liabilities by third parties for any property damage, personal injury, or civil liability which may arise out of the activities of its employees pursuant to this Agreement, except those claims, judgments, or liabilities which result from the active fault of any other party. The Tribe shall further indemnify the City and its employees for harm any Tribal Detainee or Tribal Juvenile may cause to themselves while lodged at the Holding Facility , unless City employees are grossly negligent as to the care and supervision of the individual or harm is caused to the individual through intentional acts by City employees.

6.4 Effective Date and Duration of Agreement. The initial term of this Agreement shall take effect on _____, 2021 and remain in force and effect for three (3) years from the effective date unless terminated by either party as provided herein. This Agreement may not be modified or amended except in writing executed in accordance with the formal action of all parties' governing bodies.

6.5 Termination of Agreement.

- A. Any party may terminate this Agreement at any time by providing written notice to the other party.
- B. Upon termination, Public Safety shall return any Tribal Detainees or Tribal Juveniles housed in the Holding Facility to the custody of the Tribe, or such other facility or entity designated by the Tribe. The City shall submit a final bill to the Tribe within thirty (30) days from all remaining debts arising under the Agreement and the Tribe shall pay within thirty (30) days following submission of the final bill.

6.6 Entire Agreement and Interpretation. This Agreement constitutes the entire Agreement between the parties as to Holding Facility and detention services. The laws of the State of Alaska shall govern this Agreement, unless Federal law expressly applies.

6.7 Severability. The provisions of this Agreement are severable, and should any provision be held invalid, the remainder of the Agreement remains in effect unless terminated as provided in the Agreement.

7. Approval

CITY: City of Saint Paul

By: _____
City Manager

Date: _____

TRIBE: Aleut Community of St. Paul Island

By: _____
President

Date: _____