

INTERLOCAL AGREEMENT FOR JAIL SERVICES

THIS AGREEMENT is entered into by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (hereinafter COUNTY) and the Upper Skagit Tribe of Washington (hereinafter TRIBE), a Federally recognized Indian Tribe organized pursuant to 16 of the Indian Reorganization Act of 1934, as amended, 25 U.S.C. 476, whose duly authorized governing body is the Tribal Council of the Upper Skagit Indian Reservation, as provided in the Constitution of the TRIBE. NOW, THEREFORE, in accordance with the Interlocal Cooperation Act (Chapter 39.34 RCW) and the City and County Jails Act (Chapter 70.48 RCW), the COUNTY and TRIBE hereby agree as follows:

Section 1 Definitions

- A. The term "Book" means the act of registering, screening, and examining inmates for confinement in the Jail; inventorying and safekeeping inmates' personal property; maintaining all computerized records of arrest; performing warrant checks; and all other activities associated with processing an inmate for confinement.
- B. The term "Bureau Chief" means the Corrections Bureau Chief, Snohomish County Sheriff's Office.
- C. The term "Business Day" means Monday through Friday, 8:00 a.m. until 5:00 p.m., excluding COUNTY recognized holidays.
- D. The term "Cities" means collectively all cities that have executed Interlocal Agreements for Jail Services with the COUNTY in substantially the same form as this Agreement.
- E. The term "CITY Inmate" means a person Booked or housed in the Jail for whom a city is a billable agency under the terms set forth in this Agreement.
- F. The term "COUNTY Inmate" means any person Booked or housed in the Jail who is not a TRIBAL or CITY Inmate.
- G. The term "fit for Jail" means that an arrested person is medically able to be housed in jail and does not need medical attention that would require treatment at a hospital or other type of medical facility.
- H. The term "Force Majeure" means war, civil unrest, and any natural event outside of the party's reasonable control, including fire, storm, flood, earthquake, or other act of nature.
- I. The term "Jail" means a COUNTY operated facility primarily designed, staffed, and used for the housing of adults charged or convicted of a criminal offense; for the

punishment, correction, and rehabilitation of offenders convicted of a criminal offense; or for confinement during a criminal investigation or for civil detention to enforce a court order. Upon the date of the execution of this Agreement, Jail includes the Snohomish County Main Jail and all Community Corrections Programs for which TRIBAL Inmates may be eligible pursuant to this Agreement.

J. The term "maximum allowable population level" means the greatest allowable number of TRIBAL and CITY Inmates that can be held in the Jail in a safe, secure, and humane manner. The maximum allowable population level shall be determined solely by the Sheriff or his/her designee.

K. The term "TRIBAL Court" means a court administered through self-government of an American Indian tribe on a reservation and having federally prescribed jurisdiction over custody and adoption cases involving tribal children, criminal jurisdiction over offenses committed on tribal lands by members of the tribe, and broader civil jurisdiction over claims between tribe members and nonmembers.

L. The term "TRIBAL Inmate" means a person housed in the Jail for whom the TRIBE is the billable agency under the terms set forth in this Agreement.

M. The term "TRIBAL LAW" means the laws of the TRIBE signing this agreement.

Section 2 Purpose

Under the authority of Chapter 70.48 RCW, the COUNTY maintains a Jail. The TRIBE from time-to-time desires to confine TRIBAL Inmates in the Jail. In return for payment as specified in Section 9, the COUNTY agrees to furnish its facilities and personnel for confinement of TRIBAL Inmates based on the rules and conditions set forth in this Agreement and any attachments hereto.

Section 3 Term

This Agreement shall govern services from June 1, 2012, and shall continue in effect until December 31, 2017, or until terminated by either party in accordance with Section 4, PROVIDED that the COUNTY'S obligations are contingent upon local legislative appropriation of necessary funds for the purpose of funding this Agreement in accordance with applicable laws and the Snohomish County Charter.

Section 4 Termination

This Agreement may be terminated by either party for any reason at any time prior to its expiration upon ninety (90) calendar days, prior written notice provided pursuant to Section 18 hereof. The notice shall state the specific plans for accommodation of the affected jail

population.

Section 5 Population Level Limitation

A. In the event that the cumulative maximum allowable population level is reached by all cities housing inmates at the Jail, inmates who are confined on Snohomish County charges or commitments will have first priority for continued incarceration. In the event the COUNTY determines that CITY and TRIBAL Inmates must be removed from the Jail, in order to maintain the Jail's cumulative maximum allowable population level, out-of-county CITY and TRIBAL Inmates shall be the first inmates removed from the Jail. Out-of-county CITY and TRIBAL Inmates will be removed in the reverse order that the interlocal agreements for jail services were entered into. Every effort will be made to manage the average daily population (ADP), including booking restrictions as a method to lower the ADP. The Bureau Chief shall have final authority on ADP reduction measures and will provide at least thirty (30) days' notice to the TRIBE to remove its inmates.

B. The maximum allowable population level for the TRIBE is eight (8) inmates per day, unless otherwise specified by the Bureau Chief.

Section 6 Placing TRIBAL Inmates in Jail by Law Enforcement Personnel

Subject to the following conditions stated herein, and the constraints listed in Section 5, the COUNTY will accept arrested persons delivered to the Jail for confinement, including persons arrested for, or convicted of, violations of TRIBAL Law and will hold them until such time as they are lawfully discharged from custody pursuant to law, or returned to the custody of the TRIBE:

A. The TRIBAL law enforcement personnel will follow all Jail procedures when presenting arrested persons for Booking.

B. The Jail will not receive a person into custody until the law enforcement personnel having custody of the person provides the Jail with proper documentation of the Jail's legal basis to hold the person in custody. Proper documentation will consist of either an arrest warrant, the order of a court of competent jurisdiction, or a properly completed Notice of Arrest on the form provided by the court into which the person is being cited.

C. The Jail will not receive a person into custody until the Jail has medically cleared the person as "fit for Jail."

D. TRIBAL Inmates shall be billable to the TRIBE when:

1. The TRIBAL Inmate is being held on violation of a misdemeanor or gross misdemeanor, on a warrant or court order issued by the TRIBAL Court; and
2. The inmate is not being held on any active COUNTY felony charge; and
3. The inmate is not a Federal Inmate who can be removed by the Federal agency without regard to local charges; or when
4. The TRIBAL Inmate is being held on violation of a misdemeanor or gross misdemeanor, on a warrant or court order issued by the TRIBAL Court and the inmate is also being held by the State for violation of the Offender Accountability Act and the TRIBE will not allow the State to move the inmate.

E. TRIBAL Inmates shall not be billable to the TRIBE when:

1. The TRIBAL Inmate receives a personal recognizance release, posts bail, or finishes serving a sentence on that charge;
2. The charge against the TRIBAL Inmate is either dismissed, not filed, or otherwise withdrawn;
3. Charges, other than the TRIBAL charges, that require the TRIBAL Inmate's custody in Jail remain unsatisfied.

Section 7 Walk In Commitments

Subject to the following conditions, and the constraints listed in Section 5, the COUNTY will accept persons sentenced to a term of confinement to Jail by a TRIBAL Court, including persons convicted of violations of the TRIBAL COURT and will hold them until such time as they are lawfully discharged from custody pursuant to law and the terms of the judicial Order of Commitment, or returned to the custody of the TRIBE:

A. A person reporting for commitment will not be accepted for Booking until the COUNTY receives a valid judicial Order of Commitment from the TRIBAL Court and the Jail has medically cleared the person reporting for commitment as "fit for Jail."

B. A person reporting for commitment will not be considered a TRIBAL Inmate for the purposes of this Agreement until the person is accepted for Booking. In the event that a person reporting for commitment is not accepted for Booking, the Jail will notify the TRIBAL Court of the person's non-acceptance and the reason for the non-acceptance. Notification will occur on the same day if the non-acceptance occurs during a Business Day or on the following Business Day if the non-acceptance occurs after the end of a Business Day.

Section 8 Rules Relating to Inmates in Custody

- A. Investigators directed by the TRIBAL attorney or TRIBAL police officers will have the right to interview TRIBAL inmates inside the confines of the Jail, subject to necessary operational and security rules. Interview rooms will be made available on an equivalent basis to all jurisdictions with inmates in the Jail.
- B. TRIBAL Inmates will be subject to all applicable rules of the Jail, including any emergency security rules imposed by the Bureau Chief. It is expressly agreed by the TRIBE that visitation and telephone privileges of TRIBAL inmates, if any, will be the same as COUNTY inmates and subject to applicable requirements of law.
- C. The Jail will be administered by the COUNTY in accordance with the rules, regulations, and ordinances of the COUNTY and in accordance with the rules and regulations of any agency of the State of Washington empowered to make rules governing the administration of COUNTY jails.
- D. TRIBAL Inmates may not participate in Community Corrections.

Section 9 Fees

- A. The TRIBE will pay the COUNTY fees for services as follows:
 - 1. Booking Fee: A fee shall be assessed for the Booking of TRIBAL Inmates by or on behalf of the TRIBE into the Jail. It is the only fee charged for inmates released within four (4) hours of Booking into the Jail.
 - 2. Daily Maintenance Fee: A daily maintenance fee shall be assessed for each calendar day that a TRIBAL Inmate is housed in the Jail. This fee shall not be charged for inmates released within four (4) hours of Booking.
- B. The 2012 rates for the Booking and Daily Maintenance Fees shall be ninety-two dollars and seventy cents (\$92.70) per Booking and sixty-four dollars and thirty-eight cents (\$64.38) per day for each housing day.
- C. The 2012 rates outlined in Section 9(B) will increase each calendar year during the term of this Agreement by a rate equal to ninety percent (90%) of the Bureau of Labor Statistics Consumer Price Index (Urban Wage Earners) for the Seattle-Tacoma-Bremerton area, measured from June of the prior year to June of the current year. In no event shall the increase be greater than three percent (3%) per calendar year.
- D. The billing process calculates booking and daily inmate charges using proportional methodology. The process for proportional billing is described in

Attachment A, and hereby incorporated by reference. If multiple jurisdictions have an open misdemeanor charge on an individual, the jurisdictions will share the cost as long as an open charge persists for that agency. A contract agency is billed for booking an individual for its misdemeanor charge or charges. If there are open charges with more than one contract agency, each agency will be billed in equal portions. The same process applies for determining the daily billing. When a contracting agency's charge is closed, that agency drops from the proportional billing process. The proportional billing is recalculated without that agency. If an agency has multiple open misdemeanor charges, the agency is only billed as one element of the proportional booking process, equal to all others with open misdemeanor charges. Additionally, there will be no partial days billed. The billing process looks at who is billable to whom each day and bills accordingly.

E. In July each year, the COUNTY will provide the TRIBE with rates for the following year by notice to the TRIBE, as provided in Section 18. The new fees will go into effect with the January billing of the following year.

F. Costs incurred for necessary medical services to TRIBAL Inmates beyond routine medical examinations, tests, procedures, and prescriptions will be borne by the Inmate in addition to the basic rates set out in Section 9(B). If the inmate suffers an injury while in the custody of the Jail, the COUNTY will bear all expenses not covered by the inmate's health insurance and/or public assistance. The Custody or Medical Supervisor(s) on duty in the Jail is hereby granted the authority to seek necessary medical services for TRIBAL Inmates without consulting with TRIBAL officials; PROVIDED, that when it appears that a TRIBAL Inmate will incur unusual or substantial medical expenses due to illness, the COUNTY shall notify the TRIBE prior to seeking treatment, unless immediate treatment is required. If the Jail medical staff order immediate treatment, the COUNTY will notify the TRIBE as soon after the event as reasonably possible. The TRIBE and the COUNTY will comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and Snohomish County policies and procedures regarding HIPAA. The COUNTY will credit amounts received from the inmate's own health insurance and applicable public assistance before billing the TRIBE.

Section 10 First Appearance Video Court Hearings

Operation and fees associated with the TRIBE'S use of the COUNTY's "Video Court" are described in Attachment B, attached hereto and hereby incorporated by this reference.

Section 11 Transport

A. The TRIBE agrees to be responsible for inmate transportation to and from the Jail for Court, except as identified in Attachment B, First Appearance Video Court Hearings, or as otherwise agreed by separate written agreement of the parties.

B. The COUNTY will provide transportation and guarding of TRIBAL Inmates to

and from medical facilities when the Jail Medical Supervisor has determined that such treatment is necessary under Section 9(F). The TRIBE will furnish all other transportation of TRIBAL Inmates unless otherwise agreed by separate written agreement of the parties.

Section 12 Method of Payment & Billing Dispute Resolution Procedure

A. The COUNTY shall transmit billings to the TRIBE monthly. Within thirty (30) days after receipt, the TRIBE shall pay the full amount billed.

B. Payments from the TRIBE shall clearly indicate that the payment is for Jail services and the period covered by the payment.

C. If the TRIBE disputes amounts billed, it has thirty (30) days following receipt of billing to notify the COUNTY of any alleged discrepancies calculating the amount the TRIBE owes the COUNTY. The TRIBE will provide the COUNTY with documentation for all alleged discrepancies. The COUNTY will respond to any alleged discrepancies within fifteen (15) working days of receipt of documentation. Credits for resolved discrepancies will be reflected on next billing cycle. The COUNTY will notify the TRIBE of all unresolved discrepancies.

D. Withholding of any amount billed or alleging that any party is in violation of any provision of this Agreement shall constitute a dispute, which shall be resolved as follows:

1. The Bureau Chief and TRIBAL Police Chief or their designees shall attempt to resolve the dispute by negotiation. If such negotiation is unsuccessful, the dispute shall be appealed to the TRIBE's General Manager and the COUNTY's Executive for settlement. If not resolved within thirty (30) days of referral, the TRIBE's General Manger and the COUNTY's Executive may by mutual written consent 1) apply to the Presiding Judge of the Snohomish County Superior Court for appointment of an arbitrator whose decision shall be final and binding on both parties, OR 2) may invoke the procedures set out in RCW 39.34.180 (3) for binding arbitration. Each party shall pay one-half of any arbitration fees.

2. Any amount withheld from a billing, which is determined to be owed to the COUNTY pursuant to the dispute resolution procedure described herein, shall be paid by the TRIBE within thirty (30) days of the date of the negotiated resolution or arbitration determination.

3. Any undisputed billing amount not paid by the TRIBE within forty-five (45) days of receipt of the billing, and any amounts found to be owing to the COUNTY as a result of the billing dispute resolution procedure that are not paid within thirty (30) days of resolution, shall be conclusively established as a lawful

debt owed to the COUNTY by the TRIBE, shall be binding on the parties and shall not be subject to legal question either directly or collaterally. This provision shall not limit a TRIBE'S ability to challenge or dispute any billings that have been paid by the TRIBE.

4. If the TRIBE fails to pay a billing within forty-five (45) days of receipt, the COUNTY will notify the TRIBE of its failure to pay and the TRIBE shall have ten (10) days to cure non-payment. In the event the TRIBE fails to cure its non-payment, the TRIBE shall be deemed to have waived its right to house TRIBAL Inmates in the Jail and, at the COUNTY's request, will remove all TRIBAL Inmates already housed in the Jail within thirty (30) days. Thereafter, the COUNTY, at its sole discretion, will accept no further TRIBAL Inmates until all outstanding bills are paid.

G. The COUNTY may charge an interest rate equal to the interest rate on the monthly COUNTY investment earnings on any undisputed billing amount not paid by the TRIBE within forty-five (45) days of receipt of the billing, and any amounts found to be owing to the COUNTY as a result of the billing dispute resolution procedure.

H. Each party may examine the other's books and records to verify charges. If an examination reveals an improper charge, the next billing statement will be adjusted appropriately.

Section 13 Indemnification

A. The COUNTY shall indemnify and hold harmless the TRIBE 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, tortious actions, or civil rights violations under State or Federal law of the COUNTY, its officers, agents, and employees, or any of them related to the services provided under this Agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against the TRIBE, the COUNTY shall defend the same at its sole cost and expense; provided, that, the TRIBE 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 the TRIBE and its officers, agents, and employees, or any of them, or jointly against the TRIBE and the COUNTY and their respective officers, agents, and employees, or any of them, the COUNTY shall satisfy the same.

B. The TRIBE shall indemnify and hold harmless the COUNTY 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 act or omission, tortious actions, or civil rights violations under State or Federal law of the TRIBE, its officers, agents, and employees, or any of them related to

the arrest or confinement of a TRIBAL Inmate. In the event that any suit based upon such a claim, action, loss, or damage is brought against the COUNTY, the TRIBE 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 the TRIBE and their respective officers, agents, and employees, or any of them, the TRIBE shall satisfy the same.

C. In the event of the concurrent negligence, tortious action, or civil rights violations of the parties, the COUNTY's and the TRIBAL'S obligations hereunder shall apply to the percentage of fault attributable to the COUNTY and TRIBE or the COUNTY's and TRIBE'S agents, employees, or officials respectively.

D. The foregoing indemnity is specifically and expressly intended to constitute a waiver of each party's indemnity under Washington's Industrial Insurance act, Title 51 RCW, as respects the other party only, and only to the extent necessary to provide a full and complete indemnity of claims made by the parties' employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

E. In executing this agreement, the COUNTY does not assume liability or responsibility for or in any way release the TRIBE from any liability or responsibility, which arises in whole or in part from the existence or effect of the TRIBAL Law, rules, or regulations. If any cause, claim, suit, action, or administrative proceeding is commenced in which the enforceability and/or validity of any such TRIBAL Law, rule or regulation is at issue, the TRIBE shall defend the same at its sole expense and if judgment is entered or damages are awarded against the TRIBE, the COUNTY, or both, the TRIBE shall satisfy the same, including all chargeable costs and attorney's fees.

F. The TRIBE waives sovereign immunity to suit upon a claim of indemnification by the County pursuant to this Agreement. The TRIBE agrees to assign over to the County, at its request, any and all of its rights against its insurer to effectuate a payment of its indemnification provision. Should any claim for indemnification exceed the limit of the TRIBE's insurance policy arising from the entry of a final decree in any court, or by settlement of a civil action mutually agreed to by the County and the TRIBE, the TRIBE hereby waives any claim of immunity or exemption for any assets it holds that are not subject to a restriction against alienation up to the amount necessary to discharge the indemnity obligation and the costs of collection.

G. The terms of Section 13 shall survive the termination or expiration of this Agreement.

Section 14 Non-waiver of Rights

Except as provided in subsections 13(D), no waiver of any right under this Agreement shall be effective unless made in writing by the authorized representative of the party to be bound thereby. Failure to insist upon full performance on any one or several occasions does not constitute consent to, or waiver of, any later non-performance nor does payment of a billing or continued performance after notice of a deficiency in performance constitute an acquiescence thereto. The parties are entitled to all remedies in law or equity.

Section 15 No Creation of or Expansion of Duty to Supervise; No Partnership or Joint Venture

A. By agreeing to provide the Jail services described herein to the TRIBE, the COUNTY is not agreeing to any supervision of TRIBAL inmates except as specifically provided herein. Nothing in this Agreement shall be interpreted as a delegation by the TRIBE, the TRIBAL Court, or the TRIBE'S probation department to the COUNTY of its duty of supervision.

B. Nothing in this Agreement shall be construed to render the parties partners or joint venturers.

Section 16 Modification / Amendment

A. All provisions of this Agreement may be modified and amended with the mutual written consent of the parties. This Agreement may not be modified orally. Modification must be accomplished with the same formalities as are required for execution of this Agreement.

B. The TRIBE and COUNTY may elect, by mutual agreement, to re-open negotiations for the express purpose of changing the TRIBE'S agreed upon maximum allowable population level in the following calendar year. If the TRIBE and COUNTY are not able to come to an agreement on a change in the agreed upon maximum allowable population level, the current year's agreed upon maximum allowable population level shall remain the same in the following year.

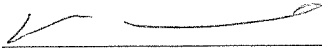
C. In the event of a change in State law or a ruling from a precedent setting court that significantly impacts the incarceration of TRIBAL Inmates, the COUNTY and the TRIBE may re-open negotiations to amend the agreed upon maximum allowable population level used in the current year and following year.

Section 17 Legal Requirements. Both parties shall comply with all applicable federal, state and local laws in performing this Agreement.

ATTEST:


Date

APPROVED AS TO FORM ONLY:



David Hawkins Date 8/9/12
TRIBAL ATTORNEY

APPROVED AS TO FORM ONLY:



Deputy Prosecuting Attorney Date 8/6/12

COUNCIL USE ONLY	
Approved:	9-5-12
Docfile:	D-9

**ATTACHMENT A
PROPORTIONATE BILLING**

Each day the COUNTY shall examine the open charges for each active booking and apply uniform rules for determining billable charges and identifying the billable agencies.

The procedure for selecting the billable charges and responsible agencies is outlined below. The program proceeds in sequence through the series of steps only as far as needed to isolate a billable charge and determine the agency responsible for payment.

1. Select all felony charges. If there is more than one, go to Rule #2. If there is a felony but no State DOC hold, do not bill. If there are no felony charges, go to Rule #5.
2. Select the Arresting Agency DOC-Parole-Olympia. If there is no other arresting agency charges, determine if charge is State DOC and bill accordingly.
3. If there is a State DOC hold and additional local charges (Snohomish County or contracting cities; felony, misdemeanor, or gross misdemeanor) do not bill.
4. If there is a State DOC hold and non-local additional charges (from other county and municipal agencies not contracting services with Snohomish County), bill State DOC.
5. Select all open misdemeanor charges. Bill the arresting agency. If there are open charges with more than one contract agency, go to Rule #6.
6. If there are open misdemeanor charges with multiple contract agencies, bill each agency in equal portion (e.g., two agencies 50/50). If an agency has multiple open misdemeanor charges, the agency is only billed as one element of the proportional booking process, equal to all others with open misdemeanor charges.

Example: If municipal agency A has one open misdemeanor and municipal agency B has two open misdemeanor charges at the same time, each agency is billed for 50% of the day.

7. When an agency's charge is closed, that agency drops from the proportional billing process. The proportional billing is recalculated without that agency.

Example: Municipal agency A has one open misdemeanor and municipal agency B has an open misdemeanor charge. Municipal agency B's charge is closed. Agency A is billed for 100% from then on.

8. When there is a Snohomish County misdemeanor charge and contract agency misdemeanor charge, the County is billed its proportional share.

ATTACHMENT B
FIRST APPEARANCE VIDEO COURT HEARINGS

Section 1 Definitions

The term "Video Court" shall include, by way of example but not by way of limitation, the following types of services: use of County video camera(s), audio technology, and the video courtroom facility, the scheduling of inmates for video court, the moving of inmates to and from video court, the processing of court paperwork, and the faxing of court paperwork to and from the Upper Skagit court for signatures.

Section 2 Use of Video Court

The COUNTY will provide use of their video courtroom to the TRIBE at a mutually agreed upon schedule and time should the TRIBE desire to use this service. The County's video court operates Monday through Friday.

Section 3 Video Court Operations

Video court operations between the COUNTY and the Tribal Court shall be governed by a set of standard operating procedures to be developed jointly between the COUNTY, the TRIBE, and the Tribal Court.

Section 4 Transportation to First Appearance Hearings In Lieu of Video Court

- A. In the event of a technical problem with video court that the COUNTY or TRIBE is unable to repair in a timely manner, the COUNTY agrees to transport Tribal inmates to the appropriate court for first appearance before a judge.
- B. Due to non-operation of video court on Saturdays, the COUNTY also agrees to transport Tribal inmates on Saturdays to the appropriate Court as determined by the Tribe at the proper time for the TRIBE'S first appearance calendar in that Court.
- C. Transport services as described in this Attachment B will be paid for by the TRIBE at a rate of seventy-five dollars (\$75.00) per hour. If however inmate transports to the Tribal court for first appearance hearings need to be accomplished by two custody deputies instead of one, the Tribe will be billed at a rate of one hundred twenty-five (\$125.00) per hour. The hourly rate, regardless of the dollar amount, shall be rounded to the nearest fifteen (15) minute interval. If the time is eight (8) minutes or less, the time interval shall round back; if the time is greater than eight (8) minutes, the interval shall round forward. Time shall be calculated from the time the transport leaves the COUNTY jail sallie port until the time the transport returns to the COUNTY jail sallie

port. In all cases the COUNTY will have the sole responsibility to determine the number of custody deputies needed to complete the transport.

D. The COUNTY will bill the Tribe for first appearance hearing transport services rendered each month by adding a separate column to the TRIBE'S invoice labeled "First Appearance Hearing Transport."