

PS 7.5100d

City of Forks
500 East Division St.
Forks, WA 98331

**City of Forks
Agreement for Prisoner Confinement Services
Between the City of Forks and
The City of Sequim**

Filed pursuant to RCW 39.34 et al.

AUG 04 2003

AGREEMENT FOR PRISONER CONFINEMENT SERVICES

This Agreement is made and entered into this 1st day of July, 2002, by and between the CITY OF FORKS, a municipal corporation (hereinafter "FORKS"), and the CITY OF SEQUIM, a municipal corporation (hereinafter "SEQUIM").

REPRESENTATIONS:

1. Pursuant to Chapters 39.34 and 70.48 RCW, FORKS and SEQUIM may enter into an Agreement, through their respective legislative bodies, whereby FORKS shall furnish jail facilities for SEQUIM 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. SEQUIM and FORKS agree that the terms and conditions set forth herein are an acceptable basis for FORKS providing prisoner jail services to SEQUIM for persons committing misdemeanor or gross misdemeanor offenses within SEQUIM limits.

AGREEMENTS:

1. Availability and Funding of Adult Correctional Facilities and Services: FORKS agrees to furnish its facilities and personnel for the confinement, processing, and related services for SEQUIM prisoners in the same manner and to the same extent as the 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 SEQUIM 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 SEQUIM Prisoner: The term "SEQUIM prisoner" as used in this Agreement shall mean a person arrested by SEQUIM 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 CITY ordinance or a violation of a state law or ordinance which designates the crime for which the person is held to be a misdemeanor or gross

misdemeanor. The term "SEQUIM prisoner" shall not include a person arrested for a felony offense by SEQUIM police, a person arrested on a warrant issued by another jurisdiction or for charges initiated by a non SEQUIM 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. Prisoner Confinement Daily Fee:

A. Beginning July 01, 2002 SEQUIM 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 \$55.00 each on a daily basis, FORKS will house any SEQUIM prisoner who has a court commitment of 365 days at the special daily rate of \$50.00 each, with CPI-U rate adjustments effective January 2003 and each year thereafter.

B. The base daily rate shall be adjusted annually, based on the Seattle CPI U. The first annual adjustment will be effective March 1, 2003 and each year thereafter.

C. Prisoner fees shall be billed by the CITY of FORKS each month and SEQUIM shall pay said fees within thirty days of billing. In the event of a mistake, the next billing after the mistake is discovered will be adjusted appropriately.

4. Partial Confinement and Alternative Confinement Programs:

SEQUIM 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.

The City of Forks Jail, in cooperation with Peninsula Community College, offers a GED program to those inmates wishing to genuinely earn their GED.

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

Where SEQUIM prisoners are in a FORKS Work Crew assignment, they shall be credited with five days "good time" for each 30 days that they are assigned to the Work Crew.

5. Designated Administrators:

The FORKS Police Chief in consultation with the SEQUIM Police Chief shall administer this agreement. Each administrator or designee will 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, and will try to resolve disputes between themselves or through their designated representatives.

6. Medical Costs:

Medical costs for emergency or necessary health care for SEQUIM prisoners shall be the responsibility of SEQUIM. SEQUIM retains the option to contract with medical providers to provide medical services to SEQUIM prisoners.

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

7. Transportation:

Transportation of SEQUIM prisoners to the FORKS jail facilities will be provided by the FORKS Police Department as needed, but not to exceed one time per calendar week. The one-way rate for transportation shall be included in the daily prisoner rate. Upon release of SEQUIM prisoners, FORKS shall transport the prisoner to the Forks Transit Center. A one-way ticket to the SEQUIM 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 SEQUIM to transport the prisoner from FORKS jail to Court, and return.

8. Transfer of Custody:

SEQUIM law enforcement officers placing arrested persons in custody of the FORKS 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 FORKS booking 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 SEQUIM prisoner is transferred to FORKS, the SEQUIM 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 SEQUIM police officer delivering a prisoner to FORKS jail shall comply with reasonable rules and regulations of the FORKS jail.

9. Release of SEQUIM Prisoner from FORKS Jail: No SEQUIM prisoner confined in the FORKS jail subject to this agreement shall be released except: (a) when requested by

a member of SEQUIM 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 SEQUIM police or Sequim or Clallam County 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, in which case the City will notify the SEQUIM police department at least three days prior to release in order to allow the SEQUIM police department time to find another residence for said prisoners.

10. Record Keeping:

- A. FORKS agrees to maintain a system of record keeping relative to the booking and confinement of each SEQUIM prisoner in such style and manner as equivalent to FORKS's records pertaining to its own prisoners. FORKS shall make available, upon request, to SEQUIM or its authorized representatives, copies of said records. Upon disposition of a SEQUIM case, SEQUIM agrees to timely report the disposition of such case to FORKS in order to facilitate Fork's maintenance of up-to-date criminal disposition records.
- B. FORKS also agrees to maintain, and allow SEQUIM to inspect, records of all revenue and expenditures pertaining to the confinement services provided for in this agreement.

11. SEQUIM Access to Prisoners: All SEQUIM police officers, investigators and the prisoner's assigned 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 SEQUIM police officers in equal priority with those of any other department.

12. Equal Treatment of SEQUIM Prisoners: SEQUIM 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.

13. Hold Harmless Agreement: FORKS assumes full responsibility for the welfare, safety and safekeeping of all SEQUIM prisoners while in the custody of FORKS. FORKS agrees to indemnify and defend SEQUIM against and hold SEQUIM harmless from any liability, claims or causes of action which may arise as a result of the performance by FORKS of its responsibilities under the terms of the Agreement.

SEQUIM agrees to defend, indemnify and hold harmless FORKS, its officials and employees against all demands and causes of action related to Fork's performance of its responsibilities under this Agreement, resulting from any alleged illegality or negligence by SEQUIM, its officials and employees, regarding any transportation of

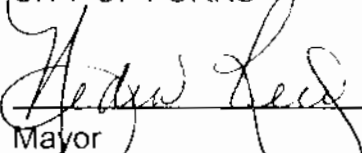
SEQUIM prisoners to and from FORKS facility by SEQUIM personnel, the lawfulness of housing any SEQUIM prisoner in FORKS facility, including but not limited to, false arrest, unlawful imprisonment and writs of habeas corpus proceedings, and the performance by SEQUIM of its responsibilities under this Agreement.

14. Duration of Agreement: This Agreement shall be effective on July 01 2001, and said Agreement shall be in effect for a period of three years, renewable annually. This Agreement will be renegotiated every three years. The Agreement may be terminated upon written notice by either party with a minimum 90 days notice.
15. 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 SEQUIM Manager or their designees for settlement.
16. 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.

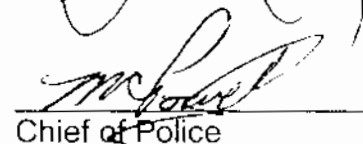
DATED this ____ day of _____ 2002.

DATED this ____ day of _____ 2002.

CITY OF FORKS

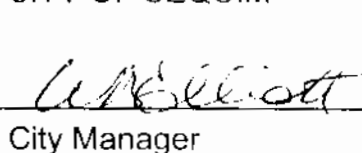


Mayor

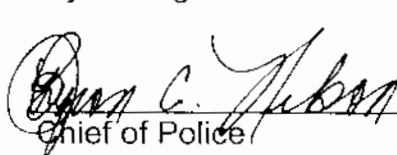


Chief of Police

CITY OF SEQUIM

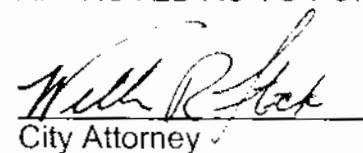


City Manager



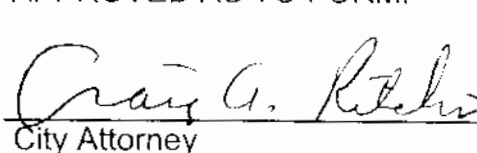
Chief of Police

APPROVED AS TO FORM:



City Attorney

APPROVED AS TO FORM:



City Attorney



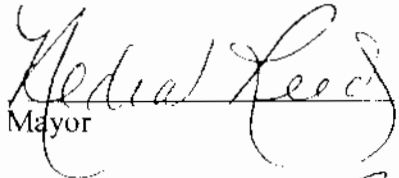
152 West Cedar Street • Sequim, Washington 98382-3317 • Area Code 360
City Hall: 683-4139 • FAX 681-3448 Public Works: 683-4908 • FAX 681-0552

**ADDENDUM TO AGREEMENT FOR PRISONER CONFINEMENT SERVICES
DATED JULY 1, 2002 BETWEEN
THE CITY OF SEQUIM AND CITY OF FORKS**


The contract between the City of Sequim and the City of Forks made and entered into on the 1st day of July 2002 regarding jail services is not intended to benefit any third parties including, but not limited to, inmates, arrestees, medical care providers, and insurance companies.

DATED this 30th day of September 2002. DATED this 30th day of September 2002.

CITY OF FORKS

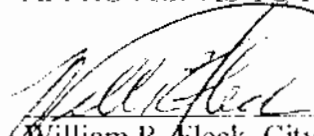


Mayor



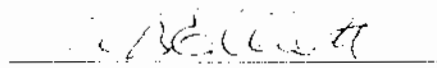
Mike Powell, Chief of Police

APPROVED AS TO FORM:



William R. Fleck, City Attorney

CITY OF SEQUIM



William B. Elliott, City Manager



Byron C. Nelson, Chief of Police

APPROVED AS TO FORM:



Craig A. Ritchie, City Attorney

