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FORKS CITY JAIL

AGREEMENT FOR PRISONER CONFINEMENT SERVICES EARLY RENEWAL

This Agreement is made and entered into this 1st day of June, 2004, by and between the CITY OF FORKS, a municipal corporation (hereinafter "FORKS"), and the CITY OF PORT ANGELES, a municipal corporation (hereinafter "PORT ANGELES").

REPRESENTATIONS:

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

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2. Definition of a PORT ANGELES Prisoner: The term "PORT ANGELES prisoner" as used in this Agreement shall mean a person arrested by PORT ANGELES 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 PORT ANGELES 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 "PORT ANGELES prisoner" shall not include a person arrested for a felony offense by PORT ANGELES police, a person arrested on a warrant issued by another jurisdiction or for charges initiated by a non PORT ANGELES 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 June 01, 2004 PORT ANGELES 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 \$45.00 each. FORKS will house any PORT ANGELES prisoner who has a court commitment of 365 days at the special daily rate of \$40.00 each day.

B. This rate shall be adjusted annually, based on the Seattle CPI-U. The first annual adjustment will be effective March 4, 2005 and each year thereafter.

C. Prisoner fees shall be billed by FORKS each month and PORT ANGELES shall pay said fees within 30 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: PORT ANGELES 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 PORT ANGELES 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. "Good time" is earned, and not automatically "given".

5. Designated Administrators: The FORKS Police Chief in consultation with the PORT ANGELES 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 PORT ANGELES prisoners shall be the responsibility of PORT ANGELES. PORT ANGELES retains the option to contract with medical providers to provide medical services to PORT ANGELES prisoners.

FORKS shall notify PORT ANGELES prior to outside medical care being provided for a PORT ANGELES 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 PORT ANGELES 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. FORKS Police Department, travel to a mutually agreed upon location for the pick-up. The one-way rate for transportation shall be included in the daily prisoner rate. Upon release of PORT ANGELES prisoners, FORKS shall transport the prisoner to the Forks Transit Center. A one-way ticket to the PORT ANGELES 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 PORT ANGELES to transport the prisoner from FORKS jail to Court, and return.
8. Transfer of Custody: PORT ANGELES 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 PORT ANGELES prisoner is transferred to FORKS, the PORT ANGELES 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 PORT ANGELES police officer delivering a prisoner to FORKS jail shall comply with reasonable rules and regulations of the FORKS jail.

9. Release of PORT ANGELES Prisoner from FORKS Jail: No PORT ANGELES prisoner confined in the FORKS jail subject to this agreement shall be released except: (a) when requested by a member of PORT ANGELES 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 PORT ANGELES 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.
10. Record Keeping:
- A. FORKS agrees to maintain a system of record keeping relative to the booking and confinement of each PORT ANGELES prisoner in such style and manner as equivalent to FORKS's records pertaining to its own prisoners. FORKS shall make available, upon request, to PORT ANGELES or its authorized representatives, copies of said records. Upon disposition of a PORT ANGELES case, PORT ANGELES 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 PORT ANGELES to inspect, records of all revenue and expenditures pertaining to the confinement services provided for in this agreement.
11. PORT ANGELES Access to Prisoners: All PORT ANGELES 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 PORT ANGELES police officers in equal priority with those of any other department.
12. Equal Treatment of PORT ANGELES Prisoners: PORT ANGELES 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 PORT ANGELES prisoners while in the custody of FORKS. FORKS agrees to indemnify and defend PORT ANGELES against and hold PORT ANGELES 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.

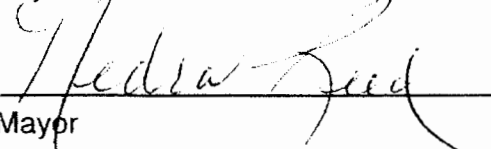
PORT ANGELES agrees to defend, indemnify and hold harmless FORKS, its officials and employees against all demands and causes of action related to Fork's performance of its responsibilities under this Agreement, resulting from any alleged illegality or negligence by PORT ANGELES, its officials and employees, regarding any transportation of PORT ANGELES prisoners to and from FORKS facility by PORT ANGELES personnel, the lawfulness of housing any PORT ANGELES prisoner in FORKS facility, including but not limited to, false arrest, unlawful imprisonment and writs of habeas corpus proceedings, and the performance by PORT ANGELES of its responsibilities under this Agreement.

14. Duration of Agreement: This Agreement shall be effective on June 01 2004, 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. 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)
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 PORT ANGELES Mayor 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.

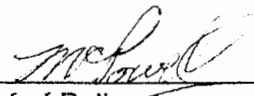
DATED this 13th day of May 2004.

DATED this 6th day of July 2004.

City Of Forks



Mayor




Chief of Police

APPROVED AS TO FORM:

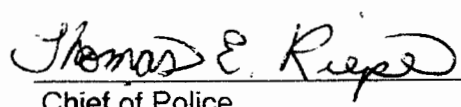


City Attorney

City of PORT ANGELES



Mayor



Chief of Police

APPROVED AS TO FORM:

City Attorney