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County Contract #815-09-003

AGREEMENT FOR PRISONER CONFINEMENT SERVICES

This agreement is made and entered into this 28<sup>th</sup> day of April, 2009, by and between the COUNTY OF CLALLAM, a political subdivision of the State of Washington (hereinafter "COUNTY"), and the CITY OF FORKS, a municipal corporation (hereinafter "CITY").

REPRESENTATIONS:

1. Pursuant to Chapters 39.34 and 70.48 RCW, COUNTY and CITY may enter into an Agreement, through their respective legislative bodies, whereby COUNTY shall furnish jail facilities for CITY prisoners upon such terms as may be mutually agreed upon.
2. Chapter 39.34.180 RCW specifies that Cities are responsible for the prosecution, adjudication, sentencing and 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. The CITY and COUNTY agree that the terms and conditions set forth herein are an acceptable basis for the COUNTY providing prisoner detention services, including jail and special detention arrangements, to the CITY for persons committing misdemeanor or gross misdemeanor offenses within the City limits.
4. There is pending litigation [**City of Sequim and City of Forks v. Clallam County, Jefferson Superior Court No. 05-2-0020-0**] between the City and the County regarding jail contract and cost issues. The parties wish to settle Forks and the County's issues in that suit as part of this agreement. The terms of the settlement are a dismissal of Fork's claims against the County and the County's claims against Forks with each party paying their own costs and attorney fees and with no additional payments or repayments from or to either party except those set forth herein, effective as of the date stated in this agreement. The parties agree to execute the documents necessary to accomplish the settlement.

**AGREEMENTS:**

1. The Availability of Adult Corrections Facilities: COUNTY agrees to furnish its facilities and personnel for the confinement, processing, and related activities of CITY prisoners in the same manner and to the same extent as the COUNTY furnishes said services for confinement, processing, and related activities of its own prisoners. COUNTY jail facilities shall be made available and furnished for holding of CITY prisoners held upon arrest, awaiting trial, and serving imposed jail terms.
2. Definition of a CITY Prisoner: The term 'CITY prisoner' as used in this Agreement shall mean a person arrested by the CITY police and held and confined in the County Corrections Facility, 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. If a prisoner, originally arrested for a felony offense is charged with a misdemeanor offense by the City, the City shall pay retroactively the established per diem rate. Similarly, a CITY prisoner that is charged with a felony at arraignment shall become the responsibility of the County, and per diem retroactively to booking will be the responsibility of the County. A prisoner arrested on a warrant issued by another jurisdiction within Clallam County or for charges initiated by a non-CITY officer, shall be the responsibility of the originating agency. Arrests made by City Police on extraditable warrants issued by agencies outside Clallam County will be considered County Prisoners.

3. Prisoner Confinement Daily Fee:

- A. Commencing the date of this signed agreement, the CITY agrees to pay the COUNTY a daily fee for the housing of City prisoners in the County Corrections Facility based on the rate of \$67.00. The daily confinement fee shall be charged per prisoner for each twenty-four hour period or any portion thereof beginning at time of acceptance for booking and ending at time of release from the County Corrections Facility.
- B. Book and Release: The cost to the City to have a prisoner Booked and Released on a criminal charge shall be based on the full current daily per diem rate regardless of the time it takes for the County to book, photograph and fingerprint the prisoner and accomplish any supplementary paperwork. A Book and Release is the choice of the City and can be used without regard to current jail restrictions or population counts used by the County to manage its resident jail population.
- C. Effective January 1<sup>st</sup> of each year, the Prisoner Confinement Daily Fee shall be recalculated past and projected operating costs, divided by the total available person-days minus anticipated operating revenues. The COUNTY shall provide the CITY with the adjusted Prisoner Confinement Daily Fee no later than August 1 for the following year.
- D. Prisoner fees shall be billed by the COUNTY each month and the CITY shall pay said fees within thirty (30) days of billing. In the event of a mistake, the next billing after the mistake is discovered will be adjusted appropriately.
- E. When a CITY prisoner is being held on CITY charges as well as charges originating from another local government within Clallam County, the daily fee shall be divided by the number of governmental jurisdictions for which the CITY prisoner is being held.

4. Designated Administrators and Advisory Board:

- A. The Clallam County Sheriff in consultation with the Forks Chief of Police shall administer this agreement pursuant to RCW 39.34.030(4)(a). Each administrator or designee will consult with each other as required or annually 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.

B. In the administration of this agreement, the Sheriff in consultation with the Forks Chief of Police shall be advised, and shall give due consideration to the recommendations of, an advisory board that shall be known as the "Clallam County Prisoner Confinement Advisory Board". The specific duties of the advisory board shall be to provide consultation and recommendations on matters relating to policy, budgeting, planning, disputed billings and operations of the County Corrections Facility and other detention facilities/programs as provided for in this agreement. The advisory board shall consist of the following members: Clallam County Undersheriff and Jail Superintendent, County Administrator's representative, and representatives from each contract user agency.

5. Jail Medical Costs: The County contracts with Olympic Medical Center for Nursing care in the Clallam County Jail. A medical doctor is provided through either the County or Olympic Medical Center. The costs of these services are included in determining the daily per diem rates charged to City for City Prisoners. Outside Medical costs are expenses incurred for any treatment or procedure outside of the jail and include prescriptions, any in-patient or out patient treatment or referral. City and County agree to allocate outside medical costs through pooling costs and dividing those costs in accordance with jail person-days served by respective prisoners. Per diem rates will be established annually by calculating the past calendar year's total outside medical costs divided by total person-days served, excluding book and release prisoners. during that period. 2009 per diem medical costs are \$3.00 for each full person-day served. City shall be responsible for per diem medical costs for all prisoners arrested by city officers for offenses (misdemeanor, gross misdemeanor, felony) occurring in city jurisdiction. Responsibility for medical per diem will continue for all categories of prisoners through out their entire stay at the Clallam County Jail with the exception of felony prisoners sentenced to state prison. Medical per diem rates will cease at the time of sentencing for these prisoners. Prisoners arrested and confined on warrants issued in Clallam County shall be the responsibility of the originating agency. Outside warrants will be the responsibility of Clallam County for medical per diem payments. The specific payment process shall be as follows:

- A. The COUNTY shall be responsible for payment of the medical care provider.
- B. As part of the screening process upon booking or preparation of an inmate into jail, the COUNTY shall identify general information concerning the inmate's ability to pay for medical care, including insurance or other medical benefits or resources to which the inmate is entitled. The COUNTY shall make this information available to the Department of Social and Health Services (DSHS), the CITY, and any provider of health care services.
- C. If the confined person is eligible under DSHS medical care programs as authorized under Chapter 74.09 RCW, the COUNTY shall provide DSHS with the health care billing information and shall request reimbursement for payment of the bill(s) in accordance with RCW 70.48.130. All medical costs recovered by the County shall be applied to per diem rates and will be considered in annual recalculation of said rates.
- D. The CITY shall have the right to obtain reimbursement from the confined person for the health care costs not provided by DSHS, including the right to obtain reimbursement from any insurance program or from other medical benefit programs available to the confined person. Additionally, the CITY shall have whatever civil or criminal remedies are available by law to recover the costs of medical care provided to the inmate or paid

by the CITY. Nothing in this agreement shall limit any existing rights of any party, including the COUNTY, CITY, and medical care provider, against the person receiving the health care for the cost of the care provided.

6. Transportation: The CITY shall be responsible for transportation of all its prisoners to the jail facilities for initial booking. If the CITY has its own Municipal Court located outside the Clallam County Courthouse then the CITY shall be responsible for transportation of all its prisoners from the jail facilities for all appearances in the Municipal Court. A court appearance / transportation preparation and return fee shall be assessed for each Court Transport in the amount of \$40.00. In the event of a "video arraignment" occurring from inside the County Jail, said court fee shall be \$20.00.
7. Copy of Arrest Warrant or Citation: CITY law enforcement officers placing misdemeanor-charged prisoners in the COUNTY jail shall, in every instance, furnish an arrest warrant or a copy of the citation to the COUNTY officer on duty at the time, and, in the event the arrest and confinement is for a state crime, the arresting officer shall furnish the Prosecuting Attorney with a report so that a charging decision may be made on the first available business day.
8. Transfer of Custody: CITY law enforcement officer placing arrested persons in custody of the COUNTY 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 COUNTY booking officer receives the completed Authorization for Confinement form from the CITY officer and the booking officer audibly states that the prisoner is secured and at such time and only then, will COUNTY come into custody of said prisoner.

When custody of a CITY prisoner is transferred to the COUNTY, the CITY prisoner shall be subject to all applicable rules, regulation and standards governing operation of the COUNTY jail, including any emergency security rules imposed by the jail administrator subject to the applicable rules of the Superior Court and Title 289 WAC. Any CITY police officer delivering a prisoner to the COUNTY jail shall comply with reasonable rules and regulations of the COUNTY jail.

9. Release of City Prisoner from County Facility: No CITY prisoner confined in the COUNTY facility subject to this agreement shall be released except: (a) when requested in writing by a supervisory member of the CITY Police Department for purposes of full release to street or other jail facility or for interviews by CITY police; (b) in compliance with orders of the court; (c) for appearance in court; (d) if the prisoner has served his or her sentence, or bail or other recognizance has been posted as required; (e) for placement into a Community Supervision Program; (f) The City Attorney / Prosecutor may release City Prisoners prior to arraignment.
10. Record Keeping:
  - A. COUNTY agrees to maintain a system of record keeping relative to the booking and confinement of each CITY prisoner in such style and manner as equivalent to COUNTY's records pertaining to its own prisoners. If not available through the CITY's own records, the COUNTY shall make available, upon request, to the CITY or its authorized representatives, copies of said records.

- B. COUNTY also agrees to maintain, and allow the CITY to inspect, records of all revenue and expenditures pertaining to the confinement services provided for in this agreement.
11. Posting of Bail: COUNTY agrees to act as agent for CITY in the receipt of bail posted pertaining to CITY prisoners during other than normal working hours. COUNTY agrees to diligently and timely deliver or turn over said bail bonds or monies to the appropriate Court. Any monies refused for receipt by the appropriate Court shall be returned to the posting party as soon as practical.
  12. CITY Access to Prisoners: All CITY police officers and investigators shall have the right to interview the prisoners at any reasonable time inside the confines of the COUNTY jail, subject only to necessary security rules. Interview space will be made available to CITY police officers in equal priority with those of any other department, including the Sheriff's Department.
  13. Equal Treatment of CITY Prisoners: CITY and COUNTY prisoners will be treated equally for purposes of extradition, transportation, record keeping, and access to Community Supervision Programs. During situations where jail population exceeds maximum bed capacity, policies established relating to booking restrictions, acceptance of prisoners, and release of prisoners will treat CITY and COUNTY equally.
  14. Indemnification: COUNTY assumes full responsibility for the health, safety and safekeeping of all CITY prisoners while in the custody of COUNTY. The County shall indemnify and hold harmless the City 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 of the County, its officers, agents, and employees, or any of them. In the event that any suit based upon such a claim, action, loss, or damage is brought against the City, the County shall defend the same at its sole cost and expense; provided, that, the City 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 City and its officers, agents, and employees, or any of them, or jointly against the City and the County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.

The City shall indemnify and hold harmless the County and its elected officials, 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 of the City, its officers, agents, and employees, or any of them. In the event that any suit based upon such a claim, action, loss, or damage is brought against the County, the City 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 City and their respective officers, agents, and employees, or any of them, the City shall satisfy the same.

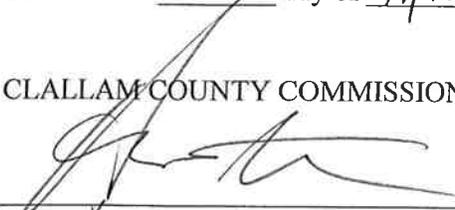
In executing this agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility, which arises in whole or in part from the existence or effect of City ordinances, rules or regulations. If any cause, claim, suit, action or administrative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

The terms of Section 14 "Indemnification" shall survive the termination or expiration of this Agreement.

15. Termination: Any party wishing to terminate this agreement shall issue a written notice of intent to terminate not less than ten (10) days prior to issuing the ninety (90) day termination notice required by RCW 70.48.090. As per RCW 70.48.090, the notice shall state the grounds for termination and the specific plans for accommodating the affected jail population. Upon receipt of the written notice of intent to terminate, the parties will meet to confer on whether there are steps that the non-terminating party can take in order to avoid a ninety (90) day termination notice. After the ten (10) day period has run, the party desiring to terminate this agreement may provide the other party ninety (90) days termination notice, as provided in RCW 70.48.090.
16. Limited Re-Opener: The County or the City may request (a) twelve (12) months following the signing of this agreement and every twelve (12) months thereafter, that the parties meet to negotiate a change to the charges and/or procedures applied in connection with medical and/or psychiatric inmates.
17. Disputes: Disputes that cannot be resolved by the representatives designated herein shall be referred to the Sheriff and the Chief of Police or the City Council's designee for settlement. If disputes are not resolved by the parties within thirty (30) days of the referral, unless the parties agree to an extension of time, the dispute shall be referred to an arbitrator who has been mutually agreed upon by the CITY and COUNTY. Or if they cannot agree to an arbitrator, the parties may apply to the presiding judge of the Clallam County Superior Court for appointment of an arbitrator. The arbitrator's decision shall be final and binding on both parties. Each party shall pay one-half of the arbitrator's fee. If mutual written consent to apply for the appointment of an arbitrator is not reached, either party may seek court action to decide the disputed contract provision.
18. 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 28<sup>th</sup> day of April, 2008

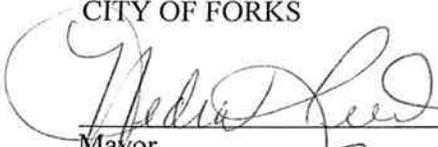
CLALLAM COUNTY COMMISSIONERS

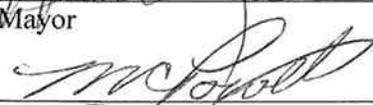
  
Howard Doherty, Jr., Chair of the Board

CLALLAM COUNTY SHERIFF'S OFFICE

  
W.L. Benedict, Sheriff

CITY OF FORKS

  
Mayor

  
Chief of Police

  
City Clerk

APPROVED AS TO FORM:

7726 728 3-26-09  
Prosecuting Attorney

APPROVED AS TO FORM:

Walter R. [Signature] 15 Apr 09  
City Attorney