Contract No. 057-16

CITY OF FORKS AND CITY OF PORT ORCHARD
INTERLOCAL AGREEMENT FOR PRISONER CONFINEMENT SERVICES

This Agreement is made and entered into this 1st day of June, 2016 by and between the CITY OF FORKS, a municipal corporation (hereinafter "FORKS"), and the CITY OF PORT ORCHARD, a municipal corporation (hereinafter "CITY").

REPRESENTATIONS:

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

AGREEMENTS:

1. Availability and Funding of Adult Correctional Facilities and Services: FORKS agrees to house, care for, and provide for the welfare and safekeeping of CITY prisoners within its facilities. In so doing, FORKS agrees to furnish its facilities and personnel for the confinement, processing, and related services for CITY prisoners in the same manner and to the same extent as 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 CITY 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 CITY Prisoner: The term "CITY prisoner" as used in this Agreement shall mean a person arrested by CITY 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 which designates the crime for which the

person is held to be a misdemeanor or gross misdemeanor. The term "CITY prisoner" shall not include a person arrested for a felony offense by CITY police, a person arrested on a warrant issued by another jurisdiction or for charges initiated by a non-CITY 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. Definition of Intensive Management Prisoner: The term "Intensive Management Prisoner" shall mean a CITY prisoner who has been assigned to administrative segregation after it has been found that the prisoner poses a threat to themselves or others or the security of the institution, and all other housing options have been exhausted. Some conditions that may warrant Intensive Management status include: serious behavioral or medical issues that prevent housing with other prisoners, or constant violent tendencies toward staff and/or other prisoners. The designation of Intensive Management Prisoner shall be made by the FORKS Corrections Sergeant or designee. The CITY will be notified within 72 hours that CITY prisoner has been designated as Intensive Management.

4. Prisoner Confinement Daily Fee:

   A. Beginning on the date first stated above, CITY 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 $46.63 each on a daily basis, FORKS will house any CITY prisoner who has a court commitment of 364 days at the special daily rate of $41.45 each day.

   B. The confinement fee for Intensive Management Inmates shall be two times the current base daily rate.

   C. These rates shall be adjusted annually, based on the Seattle CPI-U for June published in July of each year, with the adjustment taking effect in January of each subsequent year. The first annual adjustment will be effective January 1, 2017 and each year thereafter.

   D. Prisoner fees shall be billed by FORKS each month and CITY shall pay said fees within 30 days of billing. In the event of an error, the next billing after the error was discovered will be adjusted appropriately.

5. Partial Confinement and Alternative Confinement Programs: CITY 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.

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

Where CITY prisoners are in a FORKS Work Crew assignment, they shall be credited with ten days "good time" for each 30 days that they are assigned to the Work Crew. If the prisoner is not on a work crew or special program, then in such case that prisoner is eligible for five days good time per thirty days served. "Good time" is earned, and not automatically "given", and is calculated based only on the time the prisoner is housed in Forks.

6. Designated Administrators: The FORKS Police Chief in consultation with the CITY Police Chief shall administer this Agreement. Each administrator or designee may 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. The Administrators will make their best efforts to resolve any disputes between themselves or through their designated representatives.

7. Medical Costs: Medical costs for emergency or necessary health care for CITY prisoners shall be the responsibility of CITY. CITY retains the option to contract with medical providers to provide medical services to CITY prisoners. FORKS will not transport outside of FORKS city limits for medical appointments; this will be borne by CITY if such a medical transport is necessary.

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

   No Waiver of Right to Seek Reimbursement. The above paragraphs relating to medical costs are intended solely to define the obligations between the parties to this agreement. Nothing contained within the provisions of this Agreement shall be construed to waive the rights of either party to seek reimbursement for costs from the Department of Social and Health Services, or from the prisoner, or any other responsible third-party.

8. Transportation: Transportation of CITY prisoners to the FORKS jail facilities will be provided by the FORKS Police Department as needed, but not more frequently than one time per calendar week. FORKS Police Department, will travel to a mutually agreed upon location for the pick-up. The rate for transportation to FORKS shall be $5 per prisoner. Upon release of CITY prisoners, FORKS may transport the prisoner to the Forks Transit Center. A one-way ticket toward the CITY 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 CITY to transport the prisoner from FORKS jail to Court, and to return the prisoner back to FORKS jail.

9. Transfer of Custody: When the CITY law enforcement officers are placing arrested persons in custody of FORKS, at a designated meet point between the parties or at the FORKS jail, the CITY officer shall be required to remain in the immediate presence of the arrested person and shall be considered to have such person in his or her sole custody until the FORKS booking/transport 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 CITY prisoner is transferred to FORKS, the CITY 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 CITY police officer delivering a prisoner to FORKS jail shall comply with reasonable rules and regulations of the FORKS jail.

10. Release of CITY Prisoner from FORKS Jail: No CITY prisoner confined in the FORKS jail subject to this Agreement shall be released except: (a) when requested by a member of CITY 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 CITY 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.

11. Record Keeping: FORKS 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 FORKS's records pertaining to its own prisoners. FORKS shall make available, upon request, to CITY or its authorized representatives, copies of said records.

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

13. Equal Treatment of CITY Prisoners: CITY 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. FORKS will notify CITY if prisoner(s) are to be released due to situations where jail population exceeds maximum capacity and will give CITY an opportunity to transport the CITY

prisoner(s) to another jail facility. When known, FORKS will notify CITY if the jail population exceeds maximum capacity prior to the transportation of new prisoners to the facility pursuant to paragraph 7 above.

14. Hold Harmless Agreement.

A. FORKS assumes full responsibility for the welfare, safety and safekeeping of all CITY prisoners while in the custody of FORKS. FORKS agrees to hold harmless, indemnify, and defend CITY, its elected officials, officers, employees and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorneys' fees) (also including but not limited to claims related to alleged mistreatment, injury, or death to any prisoner, or loss or damage to prisoner property while in FORKS' custody) which result from or arise out of the negligence of FORKS, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of FORKS' services, duties and obligations under this Agreement.

B. The CITY agrees to hold harmless, indemnify, and defend FORKS, its elected officials, officers, employees and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorneys' fees) (also including but not limited to a claim of false arrest, unlawful imprisonment and writs of habeas corpus proceedings) which result from or arise out of the negligence of CITY, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of CITY's services, duties and obligations under this Agreement.

C. In the event that the officials, officers, agents, and/or employees of both FORKS and the CITY are concurrently negligent, each party shall be liable for its contributory share of negligence for any resulting suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorneys' fees).

D. Nothing contained in this section of this Agreement shall be construed to create a liability or a right of indemnification by any third party.

E. The provisions of this section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

15. Duration of Agreement: This Agreement shall be in effect for one year from the date first stated above and shall automatically renew for up to four one-year terms thereafter unless terminated upon written notice by either party with a minimum 90

days' notice, or 90 days' written notice of the parties request to renegotiate terms. 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). Pursuant to RCW 39.34.040, each party shall be responsible for recording a copy of this agreement with its respective County auditor and/or posting this agreement on the agency's web-site.

16. 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 CITY Mayor or their designees for settlement.

17. Joint Undertaking or Separate Entity: Pursuant to the requirements of RCW 39.34.030(3), the parties specify the following: 1) no new or separate legal or administrative entity is created by the provisions of this Agreement; 2) the parties to this Agreement are each responsible for their own duties under this Agreement; 3) no joint financing or budget is required; and 4) and no real or personal property will be jointly acquired by the parties under this Agreement. All property owned by each of the parties shall remain its sole property to hold and dispose of in its sole discretion.

18. Non-Delegation/Non-Assignment: Neither party may delegate the performance of any contractual obligation, to a third party, unless mutually agreed in writing. Neither party may assign this Agreement without the written consent of the other party.

19. Each individual Agency's officers, agents, or employees are only employees of the individual Agency for any and all purposes, including responsibility for any federal or state tax, industrial insurance or Social Security liability. No provision of services under this Agreement shall give rise to any claim of career service or civil service rights, which may accrue to an employee of the Agency under any applicable law, rule, or regulation.

20. Severability: If any provision of this Agreement shall be held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to serve the purposes and objectives of both parties.

DATED this 1st day of June 2016

City of Forks

Mayor

DATED this 25 day of May 2016

City of PORT ORCHARD

Mayor

Chief of Police

Chief of Police

ATTEST:

City Clerk

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

APPROVED AS TO FORM:

City Attorney