CITY OF FORKS
AGREEMENT FOR PRISONER CONFINEMENT SERVICES

This Agreement is made and entered into this 28th day of March 2006, by and between the CITY OF FORKS, a municipal corporation (hereinafter "FORKS"), and the COUNTY OF CLALLAM, (hereinafter "COUNTY"). The term FORKS also includes the Forks Correctional Facility and the term COUNTY also includes the Clallam County Sheriff’s Office.

REPRESENTATIONS:

1. Pursuant to Chapters 39.34 and 70.48 RCW, FORKS and COUNTY may enter into an Agreement, through their respective legislative bodies, whereby FORKS shall furnish jail facilities for COUNTY 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. COUNTY and FORKS agree that the terms and conditions set forth herein are an acceptable basis for FORKS providing prisoner jail services to COUNTY for:
   A. persons sentenced on felony, misdemeanor or gross misdemeanor offenses including any sentencing for community supervision or probation violations occurring within the limits; and
   B. persons arrested on felony, misdemeanor or gross misdemeanor offenses pending first appearances in Court, and those persons being held for such offenses pending trial.

4. FORKS will hold COUNTY fresh arrests pending first appearance in Court. Any COUNTY prisoner held by FORKS on a fresh arrest will result in a financial charge to the COUNTY as set forth in #3 herein.

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 COUNTY prisoners in the same manner and to the same extent as the
FORKS furnishesa services for confinement, processing, and related activities of its own prisoners. FORKS jail facilities shall be made available and furnished for holding of COUNTY prisoners subject to the conditions herein. Said facilities and services shall meet the requirements of all applicable state and federal laws.

2. **Definition of a COUNTY Prisoner:** The term "COUNTY prisoner" as used in this Agreement shall mean a person arrested or being held in confinement pursuant to a felony, or pursuant to a violation of a County ordinance or state law that designates the violation as a misdemeanor or gross misdemeanor that was committed in the unincorporated area of Clallam County. Booking of prisoners arrested in County areas by agencies other than the COUNTY will need approval from the on duty COUNTY Sheriff supervisor.

3. **Prisoner Confinement Daily Fee:**

   A. Beginning ______ COUNTY agrees to pay FORKS a daily confinement fee of $45.00 per day for each COUNTY prisoner. Charges shall be based on a calendar day, using day in but not day out for multiple day confinements.

   B. This rate shall be adjusted annually, consistent with the Seattle CPI W. The first annual adjustment will be effective July 1, 2006 and each year thereafter based upon July-June calculations.

   C. Prisoner fees shall be billed by FORKS each month and COUNTY 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. **Designated Administrators:** The FORKS Police Chief or designee in consultation with the COUNTY Sheriff or designee 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.

5. **Medical Costs:** Medical costs for emergency or necessary health care for COUNTY prisoners shall be the responsibility of the COUNTY. The COUNTY retains the option to contract with medical providers to provide medical services to COUNTY prisoners; or, utilize County's Health Department employees to address medical needs of county prisoners. If the COUNTY wishes to use other than the regular Forks Health care providers, it will be the responsibility of the COUNTY to provide transportation for such health care.

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

6. **Transportation:** The COUNTY will provide Transportation of COUNTY prisoners to the FORKS jail facilities for initial booking.

Transportation of COUNTY prisoners to FORKS jail facilities will be provided by the FORKS Police Department as needed, but not to exceed one time per calendar week. If the prisoner is needed for Court during incarceration in the FORKS jail, it will be the responsibility of the COUNTY to transport the prisoner from FORKS jail to Court, and return.

7. **Copy of Arrest Warrant or Citation:** Law enforcement officers placing COUNTY prisoners in the FORKS Jail shall, in every instance, furnish an arrest warrant or a copy of the citation and/or other necessary documents to the FORKS Jail Corrections Officer on duty.

8. **Determination of Probable Cause:** COUNTY shall make necessary arrangements with the Clallam County Superior Court and District Court for judicial coverage for necessary probable cause determinations.

9. **Transfer of Custody:** Law enforcement officers placing COUNTY prisoners in 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 COUNTY prisoner is transferred to FORKS, the COUNTY 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 subject to Title 289 WAC. Any officer delivering a COUNTY prisoner to FORKS jail shall comply with reasonable rules and regulations of the FORKS jail.

When a COUNTY prisoner is released to COUNTY law enforcement personnel custody of said prisoners shall revert to COUNTY until such time as said prisoner is returned to the FORKS Correctional Facility and a FORKS law enforcement officer audibly states that the prisoner is again in FORKS custody.

10. **Release of COUNTY Prisoner from FORKS Jail:** No COUNTY prisoner confined in the FORKS jail subject to this agreement shall be released except: (a) when requested by a member of COUNTY Law Enforcement; (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 COUNTY Law Enforcement; (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 per a court order.

11. **Bailiff Duties:** FORKS will provide bailiff or court security duties for any COUNTY inmate/prisoner that is in the Forks jail and must attend a court appearance before District Court II. If only County inmates are appearing in court, the county will pay actual officer hourly rates for the security detail. A minimum of one hour will be charged.

12. **Record Keeping:** FORKS agrees to maintain a system of record keeping relative to the booking and confinement of each COUNTY prisoner in such style and manner as equivalent to FORKS’s records pertaining to its own prisoners and in compliance with state law. FORKS shall make available, upon request, to COUNTY or its authorized representatives, copies of said records.

13. **COUNTY Access to Prisoners:** All COUNTY law enforcement officers 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 COUNTY law officers in equal priority with those of any other department.

14. **Equal Treatment of COUNTY Prisoners:** COUNTY and FORKS prisoners will be treated equally for all purposes including but not limited to: extradition, transportation, record keeping, and access to special detention programs. During situations where FORKS jail population exceeds maximum capacity, FORKS retains priority for the housing of FORKS prisoners. FORKS will make every effort to provide COUNTY with advance notice of this situation.

15. **Hold Harmless Agreement:** FORKS assumes full responsibility for the welfare, safety and safekeeping of all COUNTY prisoners while in the custody of FORKS. FORKS agrees to indemnify and defend COUNTY against and hold COUNTY 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.

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

16. **Employee Status Not Changed:** Nothing in this agreement shall be construed as to make any FORKS jail personnel a Clallam County employee.
17. **Duration of Agreement:** This Agreement shall be effective on the 28th of March, 2006, and said Agreement shall be in effect for a period of three years, with an automatic renewal annually. This Agreement will be renegotiated every three years. Either party with a minimum 90 days notice may terminate the Agreement upon written 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).

18. **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 COUNTY Sheriff for settlement. Any legal action based upon this agreement shall be filed in Clallam County Superior Court.

19. **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 28th day of March, 2006

City of Forks

Nedra Reed, Mayor

Mike Powell, Chief of Police

County of Clallam

Howard V. Doherty, Jr.
County Commissioner, Chair

Joe Martin, County Sheriff

Attest:

R. Daniel Leinan, Clerk-Treasurer

Attest:

Trish Perrott, Clerk of the Board

APPROVED AS TO FORM:

Rod Fleck, City Attorney

APPROVED AS TO FORM:

Mark Nichols, Deputy Prosecutor