

FORKS CITY JAIL

AGREEMENT FOR PRISONER CONFINEMENT SERVICES

This Agreement is made and entered into this 1st day of March 2006, by and between the CITY OF FORKS, a municipal corporation (hereinafter "FORKS"), and the CITY OF McCLEARY, a municipal corporation (hereinafter "McCLEARY").

REPRESENTATIONS:

1. Pursuant to Chapters 39.34 and 70.48 RCW, FORKS and McCLEARY may enter into an Agreement, through their respective legislative bodies, whereby FORKS shall furnish jail facilities for McCLEARY 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 inter-local agreements to provide these services. Such contracts or inter-local 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. McCLEARY and FORKS agree that the terms and conditions set forth herein are an acceptable basis for FORKS providing prisoner jail services to McCLEARY for persons committing misdemeanor or gross misdemeanor offenses within McCLEARY 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 McCLEARY 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 McCLEARY 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 McCLEARY Prisoner: The term "McCLEARY prisoner" as used in this Agreement shall mean a person arrested by McCLEARY 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 McCLEARY 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 "McCLEARY prisoner" shall not include a person arrested for a felony offense by police, a person arrested on a warrant issued by another jurisdiction or for charges initiated by a non McCLEARY 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 March 2006 McCLEARY 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 on a daily basis, FORKS will house any McCLEARY prisoner who has a court commitment of 365 days at the special daily rate of \$40.00 each, providing the McCLEARY prisoner is not released from FORKS jail prior to the end of the 365 day commitment.

B. This rate shall be adjusted annually, based on the Seattle CPI U. The first annual adjustment will be effective March 1, 2007 and each year thereafter.

C. Prisoner fees shall be billed by the CITY of FORKS each month and McCLEARY 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:

McCLEARY 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.

Where McCLEARY prisoners are in a FORKS Work Crew assignment, they shall be credited with five days of "good time" for each 30 days they are assigned to the Work Crew. This is the only way in which inmates will "earn" good time.

5. Designated Administrators:

The FORKS Police Chief in consultation with the McCLEARY 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, 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 McCLEARY prisoners shall be the responsibility of McCLEARY. McCLEARY retains the option to contract with medical providers to provide medical services to McCLEARY prisoners.

FORKS shall notify McCLEARY prior to outside medical care being provided for a McCLEARY 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 McCLEARY 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 MCCLEARY prisoners, FORKS may transport the prisoner to the Forks Transit Center. A one-way ticket to the Aberdeen 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 McCLEARY to transport the prisoner from FORKS jail to Court, and return.

8. Transfer of Custody:

McCLEARY 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 McCLEARY prisoner is transferred to FORKS, the McCLEARY 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 McCLEARY police officer delivering a prisoner to FORKS jail shall comply with reasonable rules and regulations of the FORKS jail.

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

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

14. Duration of Agreement: This Agreement shall be effective on March 01, 2006, and said Agreement shall be in effect for a period of three (3) years, renewable annually. This Agreement will be renegotiated every three years. Either party with a minimum 90 days notice may terminate the Agreement upon written 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 McCLEARY 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 01st day of March 2006.

DATED this ____ day of _____ 2006.

CITY OF FORKS

CITY OF McCLEARY

Mayor

Mayor

Chief of Police

Chief of Police

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney

City Attorney by _____