

ORIGINAL

**AMENDMENT NO. 1  
TO THE  
AGREEMENT FOR PRISONER CONFINEMENT SERVICES  
BETWEEN  
THE CITY OF SEQUIM  
AND  
CLALLAM COUNTY**

THIS AMENDMENT NO. 1 is made and entered into this 2<sup>nd</sup> day of September, 2014, by and between the CITY OF SEQUIM, a non-charter code city of the State of Washington, (hereinafter called the "CITY") and the COUNTY OF CLALLAM, a political subdivision of the State of Washington (hereinafter called the "COUNTY").

WHEREAS, the CITY and the COUNTY both desire the certainty of a flat-rate for prisoner confinement for their respective budgets; and

WHEREAS, the CITY and the COUNTY agree to negotiate an updated contract that will fairly allocate costs for prisoner confinement based on a yearly flat-rate.

NOW, THEREFORE, in consideration of the representations and the terms, conditions, covenants and agreements set forth in the original AGREEMENT as amended by this AMENDMENT, the parties hereto agree as follows:

**SECTION 1**

The CITY entered into the existing AGREEMENT with the COUNTY on 4<sup>th</sup> day of November 2008, (the AGREEMENT).

**SECTION 2**

The AGREEMENT is amended as follows:

**I Prisoner Confinement Daily Fee:**

Section 3 of the AGREEMENT is amended to add a new paragraph F that reads:

Notwithstanding paragraphs A. through E. above, the total compensation that the CITY will owe to the COUNTY for prisoner confinement services for the year 2014 is \$240,000 for both housing and medical services.

**II Term/Termination**

Section 15 of the AGREEMENT is amended to read in its entirety:

The Contract term shall be through December 31, 2014 in accordance with the provisions of this agreement and to allow for negotiations of a new contract. 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.

**SECTION 3 RATIFICATION**

As amended herein, the AGREEMENT as is confirmed and ratified.

In WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 to the AGREEMENT as of the date and year first written above.

**CITY OF SEQUIM**

**CLALLAM COUNTY,**

By: *Candace Pratt*  
Mayor

By: *M.C. Chapman*  
Michael C. Chapman, Chair of the Board

ATTEST:

ATTEST:

*Karen Kuznetsov*  
Karen Kuznetsov, City Clerk

*Trish Holden*  
Trish Holden, Clerk of the Board  
*^CMC*

APPROVED AS TO FORM:

APPROVED AS TO FORM:

*C. A. Ritchie*  
Craig A. Ritchie, City Attorney

*William Payne*  
William Payne, Prosecuting Attorney