

INTERLOCAL AGREEMENT FOR USE OF CLALLAM COUNTY DETENTION FACILITIES

THIS AGREEMENT is made and entered into by and between the **COUNTY OF CLALLAM**, a political subdivision of the State of Washington (hereinafter "CLALLAM"), and the **COUNTY OF SAN JUAN**, a political subdivision of the State of Washington (hereinafter "SAN JUAN") pursuant to the provisions of RCW 39.34, Washington's Interlocal Cooperation Act.

1. Purpose: The purpose of this agreement is to memorialize the terms and conditions under which CLALLAM will provide juvenile offender confinement services to SAN JUAN.
2. Definition of Juvenile Offenders from SAN JUAN: The phrase "Juvenile Offender from SAN JUAN" as used in this agreement shall mean a child under the age of eighteen (18) and over the age of twelve (12) arrested by law enforcement on behalf of SAN JUAN, and held and confined in juvenile detention pursuant to the violation of a State or Federal law which designates the crime for the person is held to be a misdemeanor, gross misdemeanor or felony.
3. The Availability of Juvenile Detention Facilities: CLALLAM agrees to furnish its facilities and personnel for the confinement of juvenile offenders from SAN JUAN in the same manner and to the same extent as CLALLAM furnishes said services for the confinement of its own juveniles. CLALLAM juvenile detention facilities shall be made available and furnished for juvenile offenders from SAN JUAN held upon arrest, awaiting trial, and serving imposed detention terms. When detention is at maximum capacity, housing of juvenile offenders from SAN JUAN shall be at the discretion of the Director of Juvenile Services for CLALLAM or a designee.
4. Funding: SAN JUAN agrees to maintain a budget sufficient to cover any and all expenditures required under this agreement. SAN JUAN further agrees to provide CLALLAM with thirty (30) days advance written notice in the event that funding for this agreement becomes unavailable.
5. Juvenile Detention Daily Fee: SAN JUAN agrees to pay CLALLAM a daily fee for the housing of juveniles while in detention at a rate of \$120.00 per day per juvenile. The day shall begin at time of admission and be calculated on 24 hour intervals until final discharge. There shall be no pro-rating for partial days.
6. Medical Bills: During the time and while a person is a juvenile offender from SAN JUAN, SAN JUAN shall be responsible for all necessary medical, dental or psychiatric bills incurred by or on behalf of the juvenile offender. If, in the judgment of the Director or a designee, medical, dental or psychiatric care cannot be provided except outside of the Clallam County Juvenile Detention Facility then costs and charges associated with said outside medical, dental or psychiatric care shall be borne by SAN JUAN including all additional costs associated with guarding the juvenile offender outside of CLALLAM Juvenile Detention Facility. SAN JUAN authorizes the Director or a designee to solicit such medical, dental or mental care for the juvenile offender. If such services are necessary before entry to detention can occur, then SAN JUAN agrees to transport said juvenile offender for the receipt of that care.
7. Method and Time of Payment of Fee: Amounts due under the terms of this Agreement shall be due and payable within thirty (30) days for and after receipt of an itemized invoice. CLALLAM agrees to bill monthly for all sums.
8. Transportation: SAN JUAN shall be responsible for transportation of all its juvenile offenders to detention facilities for initial intake, appointments and upon final release. Transportation of juvenile detainees to and from the William Fairchild International Airport shall be provided by CLALLAM.

Transportation shall be provided in the same manner as would be for a detainee under the jurisdiction of CLALLAM COUNTY Juvenile Department.

9. Copy of Arrest Warrant or Citation: SAN JUAN law enforcement officers placing criminally charged juvenile in detention shall, in every instance, furnish an arrest warrant or a copy of the citation to the Detention Officer on duty at the time.
10. Transfer of Custody: SAN JUAN law enforcement officers placing arrested juveniles in custody or detention shall be required to remain in the immediate presence of the juvenile offender and shall be considered to have such person in their sole custody until the Detention Officer receives the completed authorization for confinement form from the SAN JUAN County officer and audibly states that the juvenile is secured and at such time, and only then, will CLALLAM come into custody of the juvenile; provided provision for emergency situations shall be established by uniform CLALLAM administrative regulations.

When custody of a juvenile offender from SAN JUAN is transferred to CLALLAM, the juvenile offender shall be subject to all applicable rules, regulations, and standards governing operation of the Juvenile Detention Facility, including any emergency security rules imposed by the Director or a designee. Any SAN JUAN law enforcement officer delivering a juvenile offender to the Detention Facility shall comply with all rules and regulations of CLALLAM.

When a juvenile offender from SAN JUAN is released to SAN JUAN law enforcement personnel pursuant to paragraphs 16(a), (b), (c) or (e), or is released to SAN JUAN law enforcement for any other reason, custody of said juvenile offender shall revert to SAN JUAN until such time as the juvenile is returned to the Juvenile Detention Facility and a Detention Officer audibly states that the juvenile offender is again in CLALLAM'S custody.

11. Detention Rules and Regulations: At the time that the custody of the juvenile offender from SAN JUAN is transferred to CLALLAM the juvenile offender shall be subject to all applicable rules, regulations, and standards governing operation of the CLALLAM County Juvenile Detention Facility.
12. Posting of Bail: CLALLAM agrees to act as agent for SAN JUAN in the receipt of bail posted pertaining to juvenile offenders from SAN JUAN. During normal working hours, CLALLAM agrees to diligently and timely deliver or turn over said bail bonds or moneys to SAN JUAN; provided that, bail bonds or moneys received by CLALLAM during other than normal working hours shall be delivered to SAN JUAN during the business hours immediately subsequent thereto.
13. Juvenile Level V: At the discretion of the Director or a designee, juvenile offenders from SAN JUAN may be made Level V's when serving out a sentence. Such juvenile offenders may be allowed to work in the detention center.
14. Work Release: There shall be no additional fee for juveniles under court order allowing work release.
15. Access to Juveniles: SAN JUAN law enforcement officers shall have the right to interview juvenile offenders at any time inside the confines of the Detention Facility, subject only to necessary security rules. Interview rooms will be made available to SAN JUAN law enforcement officers in equal priority with those of any other law enforcement department.
16. Release of SAN JUAN County Juvenile Offender from Detention: No juvenile offender from SAN JUAN confined in detention shall be released therefrom, except:
 - a) when requested by SAN JUAN law enforcement;

- b) by order of the District Court, Superior Court or Juvenile Division in those matters in which said courts have jurisdiction;
- c) for appearance in the court in which the juvenile offender is charged;
- d) in compliance with a writ of habeas corpus;
- e) for interviews by the SAN JUAN County or U.S. Attorney or members of SAN JUAN law enforcement; or
- f) if the juvenile has served his sentence or the charge pending against said juvenile has been dismissed, or bail or other recognizance has been posted as required by court; or
- g) the juvenile offender does not meet detention criteria as outlined in RCW 13.40.038, 13.40.040, and 13.40.050 and standard detention criteria.

17. Record Keeping: CLALLAM agrees to maintain a system of record keeping relative to the intake and confinement of each juvenile offender from SAN JUAN in such style and manner as equivalent to CLALLAM'S records pertaining to its own juveniles. CLALLAM shall make available, upon request, to SAN JUAN or its authorized representatives, copies of said record. Upon disposition of the SAN JUAN County case, SAN JUAN agrees to timely report the disposition of such case to the Detention Center in order to facilitate the maintenance of up-to-date criminal disposition records.

18. Defense, Indemnity, Hold Harmless: CLALLAM assumes full responsibility for the health, safety and safekeeping of all Juvenile Offenders from SAN JUAN following their transfer into the custody of CLALLAM. CLALLAM shall defend, indemnify and hold harmless SAN JUAN 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 CLALLAM, its officers, agents, and employees, or any of them in connection with its/their performance under the terms of this agreement.

In the event that any such claim, action or suit is brought against SAN JUAN, CLALLAM shall defend the same at its sole cost and expense; provided, that, SAN JUAN retains the right to participate in said claim, action or suit if any principle of governmental or public law is involved; and if final judgment be rendered against SAN JUAN, and its officers, agents, and employees, or any of them, or jointly against SAN JUAN and CLALLAM and their respective officers, agents, and employees, or any of them, CLALLAM shall satisfy the same.

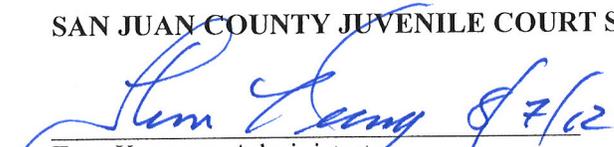
SAN JUAN shall defend, indemnify and hold harmless CLALLAM and its elected officials, officers, agents, and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any negligent act or omission of SAN JUAN, its officers, agents, and employees, or any of them in connection with its/their performance under the terms of this agreement.

In the event that any such claim, action or suit is brought against CLALLAM, SAN JUAN shall defend the same at its sole cost and expense; provided that CLALLAM retains the right to participate in said claim, action or suit if any principle of governmental or public law is involved; and if final judgment be rendered against CLALLAM, and its officers, agents, and employees, or any of them, or jointly against CLALLAM and SAN JUAN and their respective officers, agents, and employees, or any of them, SAN JUAN shall satisfy the same.

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

19. Duration of Agreement: This agreement shall be effective as of the date signed by the last signatory to this agreement and expire on June 30, 2014 unless terminated sooner consistent with the terms of this agreement.
20. Termination: Either party may terminate this agreement for cause or convenience by providing 30 days advance written notice to the other party. In the event of termination, SAN JUAN COUNTY will be liable for costs incurred up to and including the effective date of termination.
21. Property: The parties will neither acquire nor hold real or personal property pursuant to this agreement. Thus, there will not be a need to dispose of any property in the event this agreement is terminated.
22. Designated Administrators: CLALLAM'S Juvenile Services Director, in consultation with SAN JUAN'S Juvenile Services Director shall administer this Agreement pursuant to RCW 39.34.030 (4) (a).
23. This agreement contains the entire agreement of the parties and may be modified only by mutual written agreement of the parties hereto.

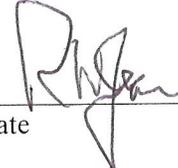
SAN JUAN COUNTY JUVENILE COURT SERVICES:


 Tom Kearney, Administrator

APPROVED AS TO FORM ONLY
 San Juan County Prosecuting Attorney
 Randall K. Gaylord

By: 
 Date: 8/7/12

FINAL APPROVAL
 San Juan County Administrator Pro Tempore
 Robert W. Jean


 Date: 8/9/12

CLALLAM COUNTY COMMISSIONERS:

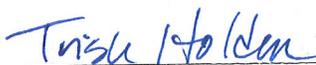

 Howard V. Doherty, Jr., Chair

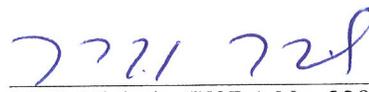
CLALLAM COUNTY JUVENILE SERVICES:


 Peter A. Peterson, Director

ATTEST:

APPROVED AS TO FORM:


 Trish Holden, Clerk of the Board, CUC


 Mark Nichols, WSBA No. 32848
 Chief Deputy Prosecuting Attorney