

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. 99 235

FRANKLIN COUNTY RESOLUTION NO. 99-185

BEFORE THE BOARDS OF COMMISSIONERS OF BENTON AND FRANKLIN COUNTIES,
WASHINGTON;

IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD TO SIGN THE
INTERLOCAL AGREEMENT FOR HOUSING OF DISTRICT COURT SENTENCED
JUVENILES AT THE BENTON-FRANKLIN JUVENILE JUSTICE DETENTION FACILITY
BETWEEN BENTON COUNTY DISTRICT COURT AND THE BENTON-FRANKLIN
JUVENILE JUSTICE CENTER

BE IT RESOLVED that Claude L. Oliver, Chairman of the Board of Benton County
Commissioners, and Frank Brock, Chairman of the Board of Franklin County Commissioners,
are hereby authorized to sign the Interlocal Agreement for Housing of District Court Sentenced
Juveniles at the Benton-Franklin Juvenile Justice Detention Facility between Benton County
District Court and the Benton-Franklin Juvenile Justice Center.

Dated this 10th day of May, 1999.

Claude L. Oliver - absent
Chairman of the Board

Mary E. Benitz
Chairman Protem

Leo M. Beuman
Member

Attest:

Just Lynn Cabbage
Clerk to the Board

Constituting the Board of Commissioners
of Benton County, Washington

Frank H. Brock
Chairman of the Board

Anna J. Carlson
Member

Attest:

Mary Withers
Clerk to the Board

Sue Miller
Member

Constituting the Board of Commissioners of
Franklin County, Washington

INTERLOCAL AGREEMENT FOR HOUSING OF DISTRICT COURT SENTENCED
JUVENILES AT THE BENTON-FRANKLIN JUVENILE JUSTICE DETENTION
FACILITY BETWEEN BENTON COUNTY DISTRICT COURT AND THE BENTON-
FRANKLIN JUVENILE JUSTICE CENTER

This Agreement is entered into pursuant to RCW 39.64 which allows governmental entities to enter into agreements for their mutual benefit.

PARTIES

The parties to this agreement are Benton County (County), the Benton County District Court (District Court), and the Benton-Franklin Counties Juvenile Justice Center (Juvenile Center).

PURPOSE OF AGREEMENT

The District Court is in need of a facility to house juveniles who have been committed to a term of incarceration pursuant to District Court order. These juvenile offenders are traffic or other misdemeanor offenders who are subject to the jurisdiction of the District Court and are aged 16 or 17 years old. Since the Juvenile Center's detention facility is the only facility in Benton County authorized to house these individuals, it is desired by both parties that this agreement allow District Court to order certain juveniles to detention in the Juvenile Center's facility.

TERMS OF AGREEMENT

1. To the extent that bed space is available, the Juvenile Center shall make available bed spaces at its detention facility for the housing of juveniles aged 16 and 17 who are ordered detained by the District Court. Nothing in this agreement shall require the Juvenile Center to open new or unused facilities to house these juvenile, nor shall the Juvenile Center be required to hire additional staff.

2. The County shall make payment to the Juvenile Center for use of its detention facility in the amount equal to the bed-day rate as calculated in the "Agreement for Use of Jail Facilities" in force with the various cities in Benton County. The Juvenile Center shall report the number of City Prisoner Days as that term is defined in the Agreement for Use of Jail Facilities to the County on a quarterly basis. The County shall use this information to obtain reimbursement pursuant to its contracts with the various other jurisdictions.

3. Transportation to and from the Juvenile Justice Center detention facility and District Court or any other destination shall be the responsibility of the District Court and/or the arresting agency. The Juvenile Center shall have no obligation to transport any juvenile covered by this agreement.

4. Juveniles detained on a warrant by the Juvenile Center shall be held until such time as a judicial officer orders such juveniles released pursuant to hearing held on the next judicial day. Those juveniles shall be handled and processed in accordance with state law and Juvenile Center policies.

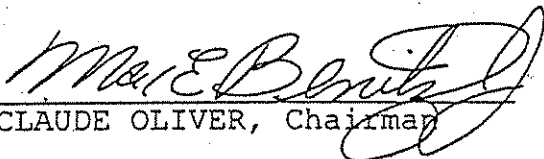
5. Each party agrees to hold harmless and indemnify the other for its own acts and omissions pertaining to this agreement.

6. Either party may terminate this agreement at any time and for any reason upon written notice to the other party 30 days prior to termination. Any and all obligations of either party shall be fulfilled until such termination becomes effective.

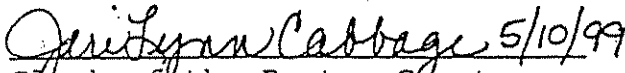
7. This agreement becomes effective upon the last date of signing below.

DATED this _____ day of _____, 1999.

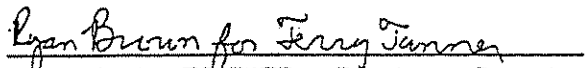
BENTON COUNTY, WASHINGTON

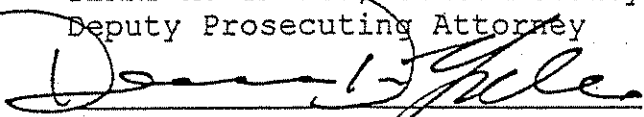

CLAUDE OLIVER, Chairman


ATTEST:


Julie Lynn Cabbage 5/10/99
Clerk of the Benton County
Board of County Commissioners

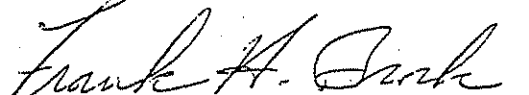
Approved as to Form:


TERRY M. TANNER, Benton County
Deputy Prosecuting Attorney

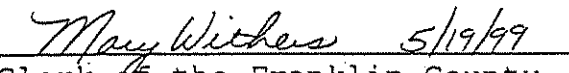

PRESIDING JUDGE, Benton-
Franklin Superior Court


PRESIDING JUDGE, Benton County
District Court


FRANKLIN COUNTY, WASHINGTON

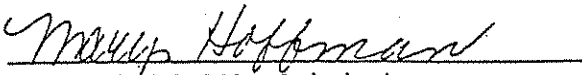

FRANK H. BROCK, Chairman

ATTEST:


May Withers 5/19/99
Clerk of the Franklin County
Board of County Commissioners

Approved as to Form:


Franklin County Deputy
Prosecuting Attorney


MARY HOFFMAN, Administrator
Juvenile Justice