

INTERLOCAL AGREEMENT

BETWEEN THE CITIES OF SEQUIM, PORT ANGELES AND CLALLAM COUNTY REGARDING CRIMINAL JUSTICE AND LEGAL SERVICES LEVEL OF SERVICE AND EFFICIENCY STUDY

Preamble.

The Parties, comprising of the cities of Sequim and Port Angeles and Clallam County, (Participants), wish to enter into this interlocal agreement (Agreement) as authorized under RCW 39.34 for the purposes set forth. This Agreement is effective as of December 1, 2018. All entities are duly organized and operating under and by virtue of the laws of the State of Washington.

NOW, THEREFORE, in consideration of the terms, conditions, covenants stated and the performance to be rendered, the Participants agree as follows:

Section 1. Purpose and Authority.

This Agreement is based upon the authority of RCW 39.34.030, which allows for public agencies to cooperate and jointly exercise their powers in ways that provide the most efficient use of resources. The Participants agree that this Agreement should be liberally construed to effectuate the purpose of this Agreement, which is to conduct a Criminal Justice and Legal Services Level of Service and Efficiency Study (CJL Study). The purpose of this Study is to better assess the current status of the criminal justice services being provided under the Interlocal Agreements that became effective as of January 1, 2016, to analyze how those services might be provided more efficiently, and to quantify the costs of running District Court 1 including the related prosecuting attorney and public defense costs with appropriate amounts for overhead costs including (but not limited to) facilities, information, technology, insurance, and accounting support. The Participants have agreed to hire an independent professional consultant to conduct a study of the criminal justice system as it currently exists and operates and will include a review of the following service areas:

1. Jail
2. District/Municipal Court
3. Legal
 - a. Prosecution
 - b. Public defense
4. Alternative Programs
 - a. Diversion
 - b. Electronic Home Monitoring
 - c. Community Service
 - d. Therapeutic courts.

Section 2. Scope of Agreement.

A professional services agreement between the Participants and the selected consultant will specify the contractually-required scope of work and methodologies. The selected consultant will be asked

to review and provide recommendations on the scope of the Study. While recognizing that the contractual scope of work may change, the anticipated scope of work should include the following elements:

Jail Program Areas -

- Administration
- Court security
- Jail programming; counseling, recreation, canteen, visitation, etc.
- Detention, long-term (31 days – 1 year); adequacy of detention facility to support
- Detention, short term (up to 30 days)
- Meals/nutrition
- Medical care of prisoners
- Prisoner transport
- Property management
- Contract housing programs; internal and external

Alternatives to pre- and post-conviction incarceration; electronic home monitoring, and Community service

Court Program Areas -

- Administration
- Criminal Case Processing
- Infraction Case Processing
- Probation
- Judicial services
- Photo Enforcement Case Processing

Legal Program Areas -

Prosecutor:

- Legislation, contracts and agreements, human resources, etc.
- Representation of the City in meetings, appeals, claims, suits, etc.

Public Defense:

- Legal representation of indigent criminal defendants.
- Coordination with special/other legal counsel

1. The consultant will conduct an impartial, third-party, data-driven review of all study areas, and rely upon evidence-based practices to devise and evaluate short-term and long-term alternatives that advance the Clallam County criminal justice system and its fiscal sustainability.
2. The consultant will conduct a preliminary analysis of each program of each service area by reviewing available data provided by the Participants, and by gathering technical information from outside sources.
3. The consultant shall present initial study results and recommendations to the Participants, along with recommendations for further, in-depth analysis of specific service areas or issues.

Section 3. Cost sharing and Agency.

1. The Participants will equally fund the project, the total cost of which is not to exceed \$90,000.
2. The City of Port Angeles will serve as the Participants' fiscal agent. The selected consultant will submit sufficiently detailed invoices to the City of Port Angeles on a monthly basis, who will pay the consultant. The City of Port Angeles will bring Change Orders or other billing questions to the Steering Committee for review before paying the consultant. The City of Port Angeles will then submit monthly invoices to the City of Sequim and Clallam County with such invoices split evenly among the Participants.

Section 4. Additional Terms and Conditions.

Relationship of the Participants: No agent, official, employee, or representative of the Participants is an officer, employee, agent, or representative of the other for any purpose.

Duration and Termination:

1. This Agreement will be in force and effect on December 1, 2018 and remain in effect until December 31, 2019, or the Study is completed, or until terminated by any Participant as provided for in paragraph B below.
2. Any Participant may terminate this Agreement, prior to its expiration, by providing the other Participants at least 60 calendar days prior written notice. Such notice must state the grounds for the termination if termination is before the Study is complete.

Quarterly Review and Joint Board (Steering Committee): The terms and operations of this Agreement will be reviewed by the Steering Committee every three months unless otherwise agreed by Participants. The purpose of the review is to assure that the objectives of this Agreement are being met. The Steering Committee will be composed of the Sequim City Manager, the Port Angeles City Manager, and Clallam County Administrator or representatives thereof. This committee may be supported by staff from any Participant.

Indemnification:

1. No indemnification is provided by this Agreement. The Participants agree to bear their respective liability for any acts or omissions resulting under this Agreement, as those liabilities are determined under Washington State laws or any mutually approved settlement agreement.
2. To the fullest extent allowed by law, the Participants will be solely and entirely responsible for its acts/omissions and for the acts/omissions of its agents, officials, employees, or representatives.

Non-Payment and Other Defaults: In the event of any default hereunder, upon thirty (30) calendar days written notice by any Participant with regard to failure to make any payment required, and if the same is not cured within sixty (60) calendar days, then the requesting Participant is entitled,

without further notice or demand, to give notice of termination as set forth in Section 4 Duration and Termination, including any other remedy granted at law or in equity.

Property Acquisition and Disposition: This Agreement does not contemplate the joint acquisition of property by the Participants. At termination, each Participant will remain the sole owner of its own property.

Severability: If any provision of this Agreement is held to be in conflict with existing state statute or any future amendment thereof, such provisions are severable, and the remaining provisions of this Agreement remain in full force and effect.

Notice: Any notice required to be given by any Participant to the other will be deposited in the United States mail, postage prepaid, addressed:

To the City of Port Angeles at:
City Manager
321 E 5th St.
Port Angeles, WA 98362

To Clallam County at:
County Administrator
223 East 4th St.

To the City of Sequim at:

To the City of Sequim at:
City Manager
152 West Cedar Street
Sequim WA 98382

Or at such other address as any Participant may designate to the other in writing from time to time. All notices to be given with respect to this Agreement must be in writing. Every notice is deemed to have been given at the time it is deposited in the United States mails in the manner prescribed herein. Nothing contained herein will be construed to preclude personal service of any notice in the manner prescribed for personal service of a summons or other legal process. Nothing in this provision is intended to apply to informal communications that will occur among the Participants.

Construction of Agreement: In the event of a dispute between the Participants as to the meaning of terms, phrases or specific provisions of this Agreement, the authorship of this Agreement will not be cause for this Agreement to be construed against any Participant nor in favor of any Participant.

Execution: This Agreement is executed by each Participant acting with authority granted, where required, by its governing body. This Agreement may be executed in counterpart originals. A copy of each such executed counterpart original will be delivered to each Participant upon that Participant's execution of a counterpart original.

Administration: This Agreement will be jointly administered by the Participants. This Agreement does not create any separate legal or administrative entity. However, nothing in this Agreement is intended to prevent or otherwise interfere with discussions or decisions that may be made by the Participants during the Quarterly Review. Further, the Participants understand and agree that there will be communication between the Participants to effectuate the terms of this Agreement.

Financing; Budget: This Agreement does not contemplate a joint budget.

Applicable Law and Venue: This Agreement will be governed by and construed in accordance with the laws of the State of Washington. The venue for any court action will be in Jefferson County in any court with jurisdiction.

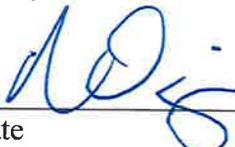
Compliance with Other Law: The Participants will comply with all applicable state and federal law, including without limitation those regarding contracting, labor relations, minimum and prevailing wage, open public meetings, public records, ethics, and nondiscrimination.

Waivers: Failure to insist upon strict compliance with any terms, covenants or conditions of this Agreement are not a waiver of such, nor does any waiver or relinquishment of such right or power at any time be taken to be a waiver of any other breach.

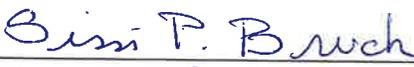
Files: All files and other documents maintained by the Fiscal Agent (City of Port Angeles) and/or the Steering committee relating to this Agreement or the services provided pursuant to this Agreement belong to that Participant. On request, such files will be made available for review by the other Participant through a duly authorized representative from either Participant during normal business hours.

Public Records Requests: Each Participant is responsible for timely and adequately responding to any requests for records addressed to it under the Public Records Act.

Challenges: The entry into this Agreement will not be construed to be a waiver or abandonment of any defense or claim either Participant may have against the other.



Date
Chair, Clallam County Commissioner

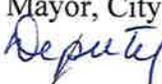


Date 12-28-18
Mayor, City of Port Angeles

 12/14/18

Approved as to Form
Clallam County Deputy Prosecuting Attorney



Date 12-10-2018
Mayor, City of Sequim


Approved as to Form
Port Angeles City Attorney



Approved as to Form
Sequim City Attorney



RECEIVED
CLALLAM CO. COMMISSIONERS
152 W. Cedar Street, Sequim, WA 98382
PH (360) 681-1139 FAX (360) 681-3448
DEC 14 2018

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December 12, 2018

Board of Clallam County Commissioners
Attn: Morgan
223 East 4th Street
Port Angeles WA 98362

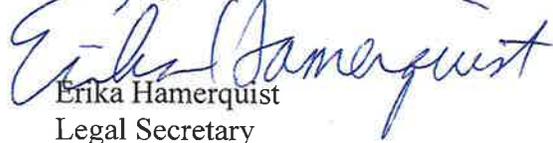
**RE: INTERLOCAL AGREEMENT BETWEEN SEQUIM, PORT ANGELES
AND CLALLAM COUNTY REGARDING CRIMINAL JUSTICE AND LEGAL
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Greetings:

Enclosed is the original of the above-referenced ILA which was signed by Sequim's Deputy Mayor and City Attorney at last Monday's City Council meeting. Our understanding is that the County has already passed a resolution authorizing this agreement. We would appreciate it if you would obtain the necessary County signatures and then transmit the original to Port Angeles for the signatures of their City Manager and City Attorney, with instructions for them to return the signed original to Sequim or to provide each agency with a copy of the fully-executed original.

If you have any questions or concerns, please let me know.

Sincerely,


Erika Hamerquist
Legal Secretary

Enc: as stated