

MEMORANDUM OF UNDERSTANDING

Processing & Housing Juveniles Subject to Adult Prosecution & Adults Under Juvenile Court Jurisdiction

I. PURPOSE

The purpose of this Memorandum is to set forth the agreement between the Pierce County Detention & Corrections Center (“Jail”) and Pierce County Juvenile Court (“Remann Hall”) regarding the processing and housing of juveniles who are being prosecuted in adult superior court pursuant to RCW 13.04.030(e)(v) (exclusive adult jurisdiction) or who have been transferred to adult Superior Court pursuant to RCW 13.40.110 (discretionary decline hearing). These provisions are necessary in order for Pierce County to be in compliance with PREA standards for prisons and jails. 28 C.F.R. § 115.14 (Youthful Inmates).

Additionally, this Memorandum will provide for the processing and housing of adults who have reached the age of 18, but are still under the jurisdiction of the Juvenile Court pursuant to RCW 13.40.300.

The following protocol establishes the manner in which juveniles covered under this Memorandum will be handled from the time of their arrest until the time of their conviction in, or discharge from, adult Superior Court, whichever shall occur first. This protocol also establishes the manner in which adults covered under this Memorandum will be handled from the time of their arrest until such time as they are released from custody or no longer subject to Juvenile Court jurisdiction, whichever shall occur first.

II. DEFINITIONS

For purposes of this Memorandum, the following definitions apply:

- (1) The term “juvenile” refers to any individual who is under the chronological age of eighteen years and who is subject to adult superior court jurisdiction pursuant to RCW 13.04.030(1)(e)(i) or (v).
- (2) The term “adult” refers to any individual who is over the chronological age of eighteen years and who is subject to juvenile court jurisdiction pursuant to RCW 13.40.300.

III. PROTOCOL

- A. **Adults Still Under Juvenile Court Jurisdiction.** The Jail will house all adults covered under this agreement. Remann Hall shall book and process such adults. Upon completion of court or the booking process, the Jail will be contacted to arrange for the transfer and transport of the adult to the Jail. All property will be sent with the adult and stored at the Jail until the adult is released.

- B. Juveniles Prosecuted As Adults:** Remann Hall will house any juvenile age 16 or 17, where the charging decision is as listed below in (1) through (6). The Jail will book any juvenile age 16 or 17 years when such juvenile is received from an arresting law enforcement officer or Remann Hall where the charging decision:
- (1) A serious violent offense as defined in RCW 9.94A.030;
 - (2) A violent offense as defined in RCW 9.94.A.030 and the juvenile has a criminal history consisting of (i) one or more serious violent offenses, (ii) two or more prior violent offenses, or (iii) three or more of any combination of: any class A felony, any class B felony, vehicular assault, or manslaughter in the second degree, all of which must have been committed after the juvenile's thirteenth birthday and prosecuted separately;
 - (3) Robbery in the First Degree, Rape of a Child in the First Degree, or Drive-by Shooting;
 - (4) Burglary in the First Degree, and the juvenile has a criminal history consisting of one or more prior felony or misdemeanor offense;
 - (5) Any violent offense as defined in RCW 9.94A.030 and the juvenile is alleged to have been armed with a firearm;
 - (6) Any offense that the Juvenile Court has transferred for adult prosecution pursuant to a Decline Hearing under the provisions of RCW 13.40.110.
- C. The Jail shall book and process the juveniles referred to in Section B. The Jail shall also be responsible for receiving and storing the juvenile's property and for dress, in a jail uniform.
- D. Upon completion of booking and processing, the Jail will make arrangements for the transfer and transport of the juvenile to Remann Hall. At the discretion of the Jail, the transfer to Remann Hall of a juvenile addressed under this agreement may be delayed until after the juvenile's preliminary hearing in adult Superior Court. If a juvenile has been transferred to Remann Hall prior to his/her preliminary/probable cause hearing, the Jail will be responsible for notifying adult Superior Court and/or the Pierce County Prosecutor's Office of the necessity of such hearing for the juvenile.
- E. Prior to transport of the juvenile to Remann Hall, the Jail will give the Detention Manager at Remann Hall notice of the pending transfer, information about the juvenile involved and the offense for which he/she has been incarcerated, in addition to the estimated time at which the transfer will occur. At the time of transfer, the Jail shall provide Remann Hall with the appropriate court order or booking charge.

- F. Juveniles covered under the Memorandum will be subject to the policies and procedures of Remann Hall, unless otherwise ordered by the Court. Adults covered under this Memorandum will be subject to the policies and procedures of the Jail.
- G. The detaining facility is responsible for providing ongoing housing and appropriate, available in-house services to the inmate until he or she has been released from the facility. It is further agreed that:
- (i) Persons under the age of 18 will not be housed in the Jail;
 - (ii) Persons under the age of 16 will not be booked at the Jail; and
 - (iii) Once a juvenile subject to this agreement attains his/her 18th birthday, said juvenile will be transferred to the Jail for housing.
- H. The Jail will be responsible for making the arrangements for, and timely provision of, all necessary transportation of the inmates addressed under this agreement, whether held in the Jail or at Remann Hall. Transportation requirements include, but are not limited to, those necessary for Court appearances, medical needs, and evaluations. The transport officer will supervise any adult covered under this agreement throughout court appearances at the Juvenile Court and, upon completion of the matter(s), transport the adult back to the jail. The Jail will notify the Detention Manager at Remann Hall as soon as any transportation needs are known so that Remann Hall can have the juvenile timely prepared for pick-up by the transporting officer.
- I. In cases where the Disposition involves a commitment to the Juvenile Justice and Rehabilitation Administration (JJ&RA), the assigned Probation Officer will give advance notice to the JJ&RA in order to speed up the diagnostic process. The Jail will assist with the following:
- i. Arrange with the assigned diagnostic representative from JJ&RA to have telephonic access to the adult so that the placement report may be completed.
 - ii. Establish a practice that upon thirty minutes of advanced notification, the adult will be prepared for release to the JJ&RA transportation unit.
- J. The Detention Manager or designee at Remann Hall will immediately notify the Jail of any transportation needs generated by/at Remann Hall (e.g. medical transportation requested by Remann Hall medical staff). Notification shall be made as follows:
- Mon - Fri 0800-1600 → PCJ Court Coordinator Desk: (253) 798-3109
All other days/hours → New Jail Booking Lieutenant: (253) 798-6264
- K. The Jail will be responsible for tracking any transportation needs generated through the legal process (e.g. to/from future court hearings).

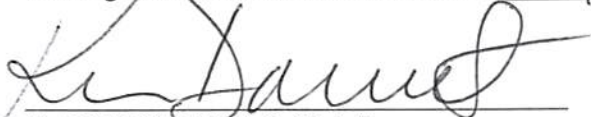
L. The Jail will be responsible for payment of all medical costs incurred by/for juveniles addressed under this agreement, during all periods of incarceration, with the exception of fees for medical services provided at Remann Hall by in-house or contracted medical personnel. Medical costs for which the Jail will be responsible shall include but are not limited to, those incurred for any prescription and/or non-stock, over-the-counter medications and any medical and/or mental health services required to be provided outside Remann Hall.

Similarly, Remann Hall will be responsible for payment of all medical/mental health costs incurred by/for adults addressed under this agreement during all periods of incarceration, with the exception of fees for medical services provided at the Jail by in-house or contracted medical personnel.

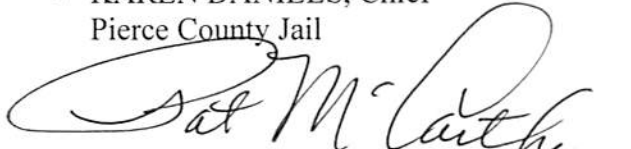
M. The Jail will carry any juvenile addressed under this agreement on the jail custody count, and will maintain such record in LINX.


N. Adults covered under this agreement shall be released from custody according to the policies of the Jail and subject to the court order. If a juvenile housed at Remann Hall is to be released, the juvenile will be returned from Remann Hall to the Jail for final release. The date and time of the actual release will be shared with Remann Hall so that all records will reflect the time served for credit and billing purposes.

This agreement is entered into on the 24 day of November, 2014.


KAREN DANIELS, Chief
Pierce County Jail



TJ BOHL, Administrator
Pierce County Juvenile Court


PAT MCCARTHY, Executive
Pierce County


RONALD CULPEPPER, Presiding Judge
Pierce County Superior Court

Approved as to form:

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Pierce County Prosecuting Attorney

By: 
P. GRACE KINGMAN
Deputy Prosecuting Attorney
Legal Advisor to Sheriff

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ALICIA M. BURTON
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