

INTERLOCAL COOPERATION AGREEMENT BETWEEN
CHELAN AND WALLA WALLA COUNTIES FOR
JUVENILE DETENTION SERVICES

THIS AGREEMENT is made this 2nd day of May of 2023, between Chelan County, Washington, and Walla Walla County, Washington.

WHEREAS, each county is a municipal corporation organized and existing under the constitution and laws of the State of Washington, and particularly those set forth in Title 36 RCW, and each is authorized to own, operate and maintain a juvenile detention facility; and

WHEREAS, both counties have determined that it is in their mutual best interests and to their mutual benefit to have Chelan County provide detention services to Walla Walla Douglas County on an "as needed" basis through the Chelan County Juvenile Detention Facility; and

WHEREAS, Chelan and Walla Walla Counties enter into this interlocal cooperation agreement ("Agreement") pursuant to the authorization of Chapter 39.34 RCW; and

WHEREAS, Chelan and Walla Walla Counties each hereby agree that this Agreement is mutually advantageous because both time and financial resources can be conserved herewith, and

NOW, THEREFORE, in consideration for the mutual benefits contained herein, it is hereby mutually agreed as follows:

ARTICLE I

PURPOSE

Purpose. The purpose of this Agreement is to set forth the terms and conditions under which Chelan County shall provide juvenile detention services to Walla Walla County.

ARTICLE II
DEFINITIONS

2.01 Detention. For purposes of this Agreement, the term "detention" shall mean that period of time when a juvenile is actually within the physical confines of the Chelan County Juvenile Center or under the direct supervision and control of a Chelan County Juvenile Department agent, employee or officer.

2.02 Juvenile. For purposes of this Agreement, the term "juvenile" shall mean a person age 17 years or younger who is subject to the jurisdiction of the Juvenile Department of Superior Court, or any person over the age of 17 years who is subject to the jurisdiction of the Juvenile Department of the Superior Court pursuant to court order.

ARTICLE III
DUTIES OF THE PARTIES

3.01 Duties of Chelan County.

A) Chelan County agrees to provide detention services to Walla Walla County on an "as needed" basis. Such services shall be provided at the Chelan County Juvenile Detention Center, Wenatchee, Washington.

B) Chelan County agrees to provide medical care, involving sick call and routine follow up care to Walla Walla County detained juveniles. Other medical or dental care either by hospitalization, doctor's emergency attendance, or other emergency service or any and all extraordinary medical or dental service of Walla Walla County juveniles shall be the responsibility of the Walla Walla County Juvenile Department.

C) Chelan County shall provide Walla Walla County detained juveniles detention school services and other services pursuant to the applicable Chelan County policy for said service(s) and consistent with the terms and conditions under which Chelan County detained juvenile receive said services.

D) Chelan County hereby reserves the right to refuse admittance of any Walla Walla County juvenile into the Chelan County Juvenile Detention Center for

failure to meet the criteria for detention as stated in RCW 13.40.040, due to a medical conditions which precludes admission under the Chelan County Detention Policy, Chapter 7, Intake and Admissions, or any other reason which, would, if ignored, result in a violation of law or an imminent threat to the safety or health of juveniles or staff.

3.02 Duties of Walla Walla County.

A) Walla Walla County shall be responsible for delivery of detained juveniles to the Chelan County Juvenile Detention Center and for transportation of Walla Walla County detainees to and from all court appearances while in detention and shall sign for and take responsibility for juveniles' property when transporting.

B) Walla Walla County shall be solely responsible for the sufficiency of the legal basis for the arrest and detention of any and all Walla Walla County detained juveniles.

C) Walla Walla County shall be solely responsible for providing the Chelan County Juvenile Center authorizations for release of any and all Walla Walla County detained juveniles in a timely fashion.

ARTICLE IV

DURATION AND TERMINATION OF AGREEMENT

4.01 Duration. The term of this Agreement shall commence May 1st 2023, and continue through December 31, 2023, unless terminated pursuant to the provisions of this agreement.

4.02 Termination. Either party may terminate this Agreement, without cause, by providing written notice to the other party no less than 30 days in advance of the date of intended termination. No termination of this Agreement shall release either party from any liability or obligation with respect to any matter occurring prior to such termination.

ARTICLE V

PAYMENT TO CHELAN COUNTY

5.01 Bed Day Rate Payment. Walla Walla County shall pay the sum of \$125.00 per bed day per juvenile. Any portion of a day constitutes a full day for the purpose of determining reimbursement. Chelan County shall submit to Walla Walla County a billing at the end of each quarter for the entire amount incurred during that period. Chelan County shall provide Walla Walla County with a daily detention log in order for Walla Walla County to keep an adequate count of juvenile served in the Chelan County Juvenile Center. Payment shall be made by Walla Walla County to Chelan County within 20 days of receipt of quarterly billing.

ARTICLE VI

INDEMNITY

6.01 Claims for Damages. To the extent of its comparative liability, each count shall indemnify, defend and hold the other county, its departments, elected and appointed officials, employees and agents harmless from and against any and all claims, damages, suits, actions, losses and expenses, including attorney's fees, for any bodily injury, sickness, disease, or death, or any damage to or destruction of property, including the loss of use resulting therefrom, which are alleged or proven to be caused in whole or in part by a negligent act or omission of the county's officials, employees and agents.

ARTICLE VII

PERFORMANCE OF AGREEMENT

7.01 Compliance with all laws. Each county shall comply with all federal, state, and local laws, rules, regulations and ordinances applicable to the performance of the Agreement.

7.02 Maintenance and Audit of Records. Each county shall maintain books, records, documents and other materials relevant to its performance under this Agreement.

These records shall be subject to inspection, review and audit by either county or its designee and the Washington State Auditor's Office. Each party shall retain such books, records, documents and other materials as required by Washington law.

7.03 Improper Influence. Each county agrees, warrants and represents that it did not and will not employ, retain, or contract with any person or entity on a contingent compensation basis for the purpose of seeking obtaining, maintaining or extending this Agreement.

7.04 Conflict of Interest. The elected and appointed officials and employees of both counties shall not have any personal interest, direct or indirect, which gives rise to a conflict of interest.

ARTICLE VIII

DISPUTES

8.01 Time. Time is of the essence of this Agreement.

8.02 Waiver Limited. A waiver of any term or condition of this Agreement must be in writing and signed by the waiving party. Any express or implied waiver of a term or condition of this Agreement shall apply only to the specific act, occurrence or omission and shall not constitute a waiver as to any other term or condition or future act, occurrence or omission.

8.03 Dispute Resolution. Disputes shall be arbitrated by the parties pursuant to the local rules of the Superior Court for Chelan and Walla Walla Counties.

8.04 Governing Law and Venue. This Agreement shall be governed exclusively by the laws of the State of Washington. The Chelan and Walla Walla County Superior Courts shall be the sole proper venues for any and all suits brought to enforce or interpret the provisions of this Agreement.

ARTICLE IX

GENERAL PROVISIONS

9.01 Assignment. Neither county may assign any rights or delegate any duties under this Agreement, whether by assignment, subcontract or other means. Any such attempted assignment or delegation shall be void and shall constitute a material breach of this Agreement.

9.02 Entire Agreement/Modification. This Agreement constitutes the entire agreement between the counties. There are no understandings or agreements other than those set forth in this Agreement. No other statement, representation or promise has been made to induce either county to enter into this Agreement.

9.03 Modification. This Agreement may not be amended, supplemented, or otherwise modified unless expressly set forth in a written agreement signed by the counties and adopted by resolution of each county's legislative authority.

9.04 Invalid Provisions. The invalidity or unenforceability of any particular term or provision of this Agreement shall not affect the validity or enforceability of any other term or provision and this Agreement shall be construed in all respects as if such invalid or unenforceable term or provision was omitted.

9.05 Counterparts. This Agreement may be executed by the counties using duplicate counterparts.

9.06 Filing. Pursuant to RCW 39.34.040, this Agreement shall be filed with the auditor of each county prior to its entry into force.

Adopted this 1st day of May, 2023

WALLA WALLA COUNTY, WASHINGTON
BOARD OF COMMISSIONERS

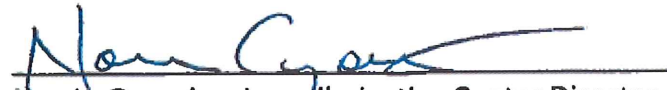

JENNIFER R. MAYBERRY, Chairperson


TODD KIMBALL, Commissioner


GUNNER FULMER, Commissioner

WALLA WALLA COUNTY SUPERIOR COURT



M. Scott Wolfram, Presiding Judge


Norrie Gregoire, Juvenile Justice Center Director

ATTEST:

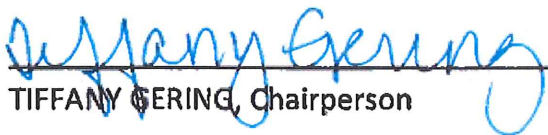

Diane L. Harris, Clerk of the Board

APPROVED AS TO FORM


Walla Walla County Prosecuting Attorney

Adopted this 2nd day of May, 2023.

CHELAN COUNTY, WASHINGTON
BOARD OF COMMISSIONERS

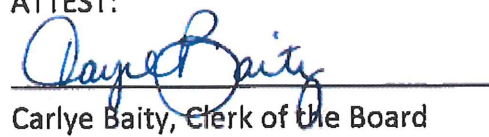

TIFFANY GERING, Chairperson


KEVIN OVERBAY, Commissioner

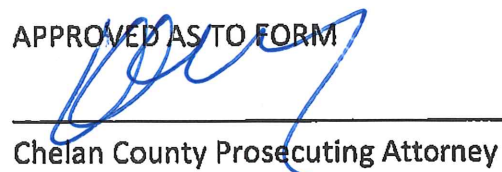

SHON SMITH, Commissioner



ATTEST:


Carlye Baity, Clerk of the Board

APPROVED AS TO FORM


Chelan County Prosecuting Attorney