AGREEMENT FOR DETENTION OF KITTITAS COUNTY JUVENILES IN THE YAKIMA COUNTY JUVENILE DETENTION FACILITY

THIS AGREEMENT is between **KITTITAS COUNTY** and the **YAKIMA COUNTY**, both municipal corporations of the State of Washington and is authorized by RCW 39.34 and RCW 13.

A. **PURPOSE:**

The purpose of this agreement is to **permit juveniles** under the jurisdiction of the KITTITAS COUNTY Superior Court **to be housed at the YAKIMA COUNTY Juvenile Detention Facility**, located at 1728 Jerome Avenue, Yakima, Washington.

B. **DEFINITION OF JUVENILE:**

For the purposes of this agreement, "Juvenile" shall mean a youth under the jurisdiction of the Juvenile Division of the KITTITAS COUNTY Superior Court, who is a juvenile offender as defined by RCW 13.40.020(15) or an alleged juvenile offender or a non-offender held pursuant to a court order, and who has not yet attained his or her 18th birthday or a juvenile confined for an alleged offense pursuant to R.C.W. 13.04.030 (1) (e) (iii).

C. **RESERVED SPACE:**

YAKIMA COUNTY agrees to provide **three (3) beds**, available to KITTITAS COUNTY for housing of Juvenile Offenders.

D. **SPACE AVAILABLE BASIS:**

1. Any usage of bed space beyond three (3) beds which shall be provided on a space available basis.

2. YAKIMA COUNTY reserves the right to refuse to accept any KITTITAS COUNTY juveniles on a space available basis if in the opinion of the YAKIMA COUNTY Juvenile Detention Manager, it would not be in the best interests of YAKIMA COUNTY due to overcrowding, anticipated overcrowding or other negative impact on the YAKIMA COUNTY Juvenile Detention Facility.

3. If the population of the detention facility is such that it necessitates reduction, KITTITAS COUNTY shall remove all juveniles detained on a space available basis as requested within twenty-four (24) hours after notice by telephone that such a reduction is necessary.

E. **DOCUMENTATION/REQUIREMENTS FOR DETENTION:**

1. KITTITAS COUNTY **shall contact** the YAKIMA COUNTY Juvenile Detention Facility by telephone prior to bringing in any juvenile to be detained pursuant to this agreement and provide the information needed to complete a "Request for Detention" form; and

2. Any juvenile detained pursuant to this agreement **must be accompanied by an arrest report/booking sheet** signed by or telephonically approved by the KITTITAS COUNTY Juvenile Court Administrator or designee **or** a signed order to detain by the KITTITAS COUNTY Superior Court.

3. KITTITAS COUNTY shall provide any **medication** to YAKIMA COUNTY for any juvenile with a known, existing medical condition at the time the juvenile is taken into custody. Such medication shall be provided by KITTITAS COUNTY to YAKIMA COUNTY if and when available. It is the intent of Kittitas County to provide already prescribed and acquired medication, rather then using limited resources to duplicate medical prescriptions.

4. SCREENING: YAKIMA COUNTY shall be responsible for implementing screening tools for developmentally disabled juveniles and for child sex trafficking victims and shall implement reasonable screening tools and policies in connection with screening KITTITAS COUNTY juveniles.

F. **TRANSPORTATION:**

1. KITTITAS COUNTY shall provide all transportation requirements of any juvenile being transported to and from YAKIMA COUNTY pursuant to this agreement and shall hold and save YAKIMA COUNTY harmless from any and all liability resulting from such transfer.

2. Occasional local transportation arrangements, such a transporting a juvenile to a local commercial transportation facility, may be provided by YAKIMA COUNTY by prior arrangement.

3. YAKIMA COUNTY may provide transportation to and from local health providers for medical treatment after notifying and obtaining consent from Kittitas County, except in an emergency.

G. **COMMUNICATIONS:**

1. The KITTITAS COUNTY Juvenile Court shall maintain routine contact with YAKIMA COUNTY Juvenile Court regarding any and all juveniles detained in YAKIMA COUNTY pursuant to this agreement and shall be responsive to any emergency situation regarding said juveniles.

2. The YAKIMA COUNTY Juvenile Court shall contact the KITTITAS COUNTY Juvenile Court in the event any unusual problems or issues regarding a juvenile being detained pursuant to this agreement and shall immediately contact the KITTITAS COUNTY Juvenile Court in the event of any medical emergency relating to the juvenile being detained pursuant to this agreement.

H. **DETENTION STANDARDS:**

1. YAKIMA COUNTY shall provide KITTITAS COUNTY with a copy of its Detention Standards.

2. Any juvenile accepted by YAKIMA COUNTY shall be placed in a standard

detention program unless the court order specifies otherwise.

3. Juvenile(s) accepted under this agreement shall be kept for a maximum of thirty (30) calendar days unless administratively approved on a case-by-case basis.

I. **COSTS PER BED:**

1. **RESERVED BEDS.** Beginning **June 1, 2013,** and continuing through **December 31, 2014,** KITTITAS COUNTY shall reimburse YAKIMA COUNTY at the base **rate of $137.00 per day** (a day is any consecutive 24 hours) for a juvenile detained by YAKIMA COUNTY pursuant to this agreement.

2. **SPACE AVAILABLE BASIS.** KITTITAS COUNTY shall reimburse YAKIMA COUNTY at the **same rates** as in **Section I(1)** above for each juvenile detained, for any juveniles held on a **space available basis** pursuant to **Section D** of this agreement.

   For the purpose of this agreement, day means a (24) consecutive hour period or any portion thereof. The time period shall commence at the time of completion of intake by YAKIMA COUNTY Juvenile Detention Center.

J. **REIMBURSEMENT OF COSTS:**

YAKIMA COUNTY agrees to bill the KITTITAS COUNTY Juvenile Court on a monthly basis by the **5th of the following month** for all services pursuant to this agreement. All bills shall be paid within **thirty (30) days of receipt of billing.**

K. **MEDICAL COSTS:**

1. In addition to the per bed rate, as defined in Section I above, KITTITAS COUNTY shall be responsible for any medical costs, other than the routine medical attention provided in-house in detention, incurred by YAKIMA COUNTY as the result of necessary non-routine medical care on any juvenile detained pursuant to this Agreement.

2. KITTITAS COUNTY shall be responsible for any and all medical costs for security or custody and shall make arrangements for any security or custody of any juvenile that has to be detained at a health center for further treatment.
3. YAKIMA COUNTY shall not be responsible for any medical cost associated with the housing of a KITTITAS COUNTY juvenile, and any such costs borne by YAKIMA COUNTY in connection with the treatment of a KITTITAS COUNTY juvenile shall be fully reimbursed by KITTITAS COUNTY.

L. HOLD HARMLESS:

KITTITAS COUNTY expressly agrees to indemnify and hold harmless YAKIMA COUNTY and all of its officers, agents or employees from any and all liability, loss or damages, including costs of defense, that it may suffer as a result of claims, demands, actions or damages to any and all persons or property, costs

or judgments which result from, arise out of or are in any way connected with the contracted activities to be performed by YAKIMA COUNTY except for those negligent or intentional acts of YAKIMA COUNTY officers, agents, etc., which are not in the control of KITTITAS COUNTY.

YAKIMA COUNTY expressly agrees to indemnify and hold harmless KITTITAS COUNTY and all of its officers, agents, volunteers or employees from any and all liability, loss or damages, including costs of defense, that it may suffer as a result of claims, demands, actions or damages to any and all persons or property, costs or judgments which result from, arise out of or are in any way connected with the contracted activities to be performed by KITTITAS COUNTY except for those negligent or intentional acts of KITTITAS COUNTY officers, agents, etc. which are not in the control of YAKIMA COUNTY.

In the event of liability for damages of any nature whatsoever arising out of the performance of this Agreement by KITTITAS COUNTY and YAKIMA COUNTY, including claims by KITTITAS COUNTY'S or YAKIMA COUNTY'S own officers, agents, volunteers or employees, caused by or resulting from the concurrent negligence of KITTITAS COUNTY and YAKIMA COUNTY, their officers, officials, employees and volunteers, each party's liability hereunder shall only be to the extent of that party's negligence.

YAKIMA COUNTY is not responsible for a juvenile's property that is lost before the juvenile arrives at the YAKIMA COUNTY Juvenile Detention Facility.

No liability shall be attached to KITTITAS COUNTY or YAKIMA COUNTY by reason of entering into this Agreement except as expressly provided herein.

M. **MISCELLANEOUS**

1. **FILING.** Pursuant to RCW 39.34.040, This Agreement shall be posted on the KITTITAS COUNTY website

2. **ASSIGNMENT.** Neither party may assign its rights or delegate its duties under this Agreement, whether by assignment, further, subcontract or other means. Any such attempted assignment or delegation shall be void and shall constitute a material breach of this Agreement.

3. **SEVERABILITY.** In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement, which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

4. **ENTIRE AGREEMENT.** This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

5. **GOVERNING LAW AND VENUE.** This Agreement shall be governed exclusively by the laws of the State of Washington. The Yakima County Superior Court shall be the sole proper venue for any and all suits brought to enforce or interpret the provisions of this Agreement.

6. **ATTORNEY'S FEES.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, each party shall pay its own attorney's fees incurred in that action, arbitration or proceeding.

7. **IMPROPER INFLUENCE.** Each party 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. Each party agrees, warrants and represents that no gratuity whatsoever has been or will be offered or conferred with a view towards obtaining, maintaining or extending this Agreement.

8. **CONFLICT OF INTEREST.** The elected and appointed officials and employees of the parties shall not have any personal interest, direct or indirect, which gives rise to a conflict of interest.

9. **NONDISCRIMINATION.** Both YAKIMA and KITTITAS COUNTIES, and their employees agree that they shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, sexual orientation, age, marital status, political affiliation or belief, or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (RCW Chapter 49.60) or the Americans with Disabilities Act (42 USC 12101 et seq). In the event that either party violates this provision, the non-violating party may terminate this Agreement immediately and bar the other party from performing any services for its entity in the future.

N. **CHANGES OR ADDITIONS:**

No change or addition to this agreement shall be valid or binding upon either party unless such change or addition is in writing and executed by both parties.

O. **EFFECTIVE DATE AND RENEWALS:**

This agreement shall be effective **June 1, 2013**, and shall terminate on **December 31, 2014**.

This agreement shall be automatically renewed on a calendar year basis unless written notice of termination is given by either party **no later than November 1 of any such year**. Failure of either party to notify the other of such termination on or before November 1 of any year shall cause this agreement to automatically be renewed for the next ensuing year.

P. **APPROVAL OF COURTS:**

By signature hereto, the Juvenile Court Judges of each County have approved this agreement.

KITTITAS COUNTY:

_____
Name

_____
Title

_____
Date

YAKIMA COUNTY:

_____ _____
PRESIDING JUDGE Date

_____ _____
Robyn Berndt Date
Juvenile Court Administrator

Approved As To Form:

_____
Deputy Prosecuting Attorney