

**BOARD OF COUNTY COMMISSIONERS
COUNTY OF KITTITAS
STATE OF WASHINGTON**

RESOLUTION NO. 2024-035

A Resolution Authorizing Execution of Interlocal Cooperation Agreement with Chelan County, Washington.

WHEREAS, RCW 39.34, the Interlocal Cooperation Act, provides the capability for public agencies to cooperate by providing services and facilities for mutual advantage; and

WHEREAS, Chelan County and Kittitas County are both municipal corporations organized and existing under the constitution and laws of the State of Washington, and particularly those set forth in Title 36 RCW, and each county named herein is authorized to own, operate and maintain a juvenile detention facility; and

WHEREAS, Chelan County and Kittitas County have determined that it is in their best interests and their combined mutual benefit that Chelan County provide detention services to Kittitas County on an "as needed" basis through Chelan County Detention Facility; and

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

WHEREAS, Chelan County and Kittitas County each hereby agree that this Agreement allows both Counties to conserve financial resources.

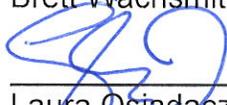
NOW, THEREFORE, BE IT RESOLVED AND IT IS HEREBY ORDERED, that the attached Interlocal Cooperation Agreement between Chelan and Kittitas County be executed for juvenile detention services to Kittitas County on an "as needed" basis through Chelan County Juvenile Detention Facility. The executed agreement shall be filed in a manner compliant with RCW 39.34.040.

ADOPTED this 20th day of February 2024.

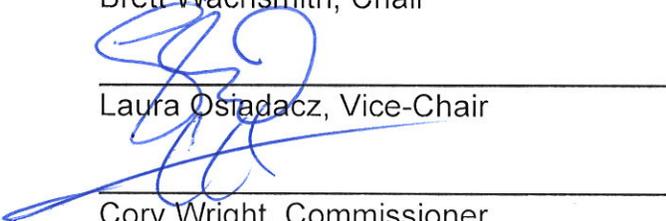
**BOARD OF COUNTY COMMISSIONERS
KITTITAS COUNTY, WASHINGTON**



Brett Wachsmith, Chair

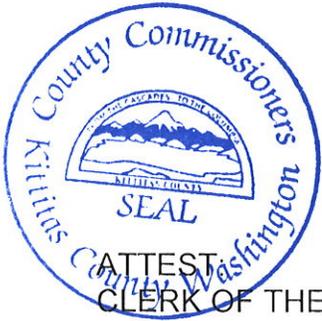


Laura Osiadacz, Vice-Chair



Cory Wright, Commissioner

APPROVED AS TO FORM:



ATTEST
CLERK OF THE BOARD



Julie A. Kjorsvik

 #22877

Douglas R. Mitchell,
Deputy Prosecuting Attorney
WSBA#22877

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

THIS AGREEMENT is made this 6th day of Feb., 2024, between Chelan County, Washington and Kittitas County, Washington.

WHEREAS, Chelan County and Kittitas County are both municipal corporations organized and existing under the constitution and laws of the State of Washington, and particularly those set forth in Title 36 RCW, and each county named herein is authorized to own, operate and maintain a juvenile detention facility; and

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

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

WHEREAS, Chelan County and Kittitas County each hereby agree that this Agreement allows both Counties to conserve financial resources.

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 Kittitas 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.** As defined in RCW 13.40.020 (16), for purposes of this agreement, the term "juvenile" shall mean any individual who is under the chronological age of 18 years and who has not been previously transferred to adult court pursuant to RCW 13.40.110 unless the individual was convicted of a lesser charge or acquitted of the charge for which he or she was previously transferred pursuant to RCW 13.40.110 or who is not otherwise under adult court jurisdiction

ARTICLE III

DUTIES OF THE PARTIES

3.01 Duties of Chelan County

- A. Chelan County agrees to provide detention services to Kittitas 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 basic medical care, involving sick call and routine follow-up care to Kittitas County detained juveniles pursuant to the current agreement between Chelan County and its contract medical provider under the same terms and conditions of said medical contract. The cost and provision of any other medical or dental care, including, but not limited to, hospitalization, doctor's emergency attendance, or other emergency service or any other and all medical or dental service for or on behalf of Kittitas County juveniles, shall be the sole responsibility of the Kittitas County.
- C. Chelan County shall provide Kittitas County detained juveniles 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 juveniles receive said services.

- D. Chelan County hereby reserves the right to refuse admittance of any Kittitas County juvenile into the Chelan County Juvenile Detention Center, including, but not limited to, failure to meet the criteria for detention as stated in RCW 13.40.040, due to a medical condition which precludes admission under Chelan County Detention Policy, Chapter 7, Intake and Admissions, or any other reason which would result in a violation of law or an imminent threat to the safety or health of any detained juvenile or Chelan County Juvenile Detention staff member.

3.02 Duties of Kittitas County

- A. Kittitas County shall be responsible for delivery of detained juveniles to the Chelan County Juvenile Detention Center and for transportation of Kittitas County detainees to and from all court appearances while in detention. Kittitas County and shall sign for and take responsibility for a juvenile's property when transporting.
- B. Kittitas County shall be solely responsible for the sufficiency of the legal basis for the arrest and detention of any and all Kittitas County detained juveniles.
- C. Kittitas County shall be solely responsible for providing the Chelan County Juvenile Center authorizations for release of any and all Kittitas County detained juveniles in a timely fashion.

ARTICLE IV

DURATION AND TERMINATION OF AGREEMENT

4.01 Duration The term of this Agreement shall commence January 4, 2024, and continue until terminated pursuant to the provisions contained herein.

4.02 Termination Either party may terminate this Agreement, without cause, by providing written notice to the other party no less than 90 days in advance of the date of intended termination. Termination of this Agreement shall not release either party from

any liability or obligation with respect to any matter occurring prior to such termination or any matter in existence at the time of to such termination.

ARTICLE V

PAYMENT TO CHELAN COUNTY

5.01 **Bed Date Rate Payment** Kittitas County shall pay the sum of \$150.00 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 Kittitas County a billing at the end of each quarter for the entire amount incurred during that period. Chelan County shall provide Kittitas County with a daily detention log in order for Kittitas County to keep an accurate count of juveniles served and detained in the Chelan County Juvenile Center. Payment shall be made by Kittitas County to Chelan County within 20 days of receipt of quarterly billing.

ARTICLE VI

INDEMNIFICATION

6.01 **Claims for Damages** To the extent of its comparative liability, each county 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.

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 written 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** In the event a dispute of a dispute between the parties to this agreement, the parties agree to engage in good faith mediation to be presided over by a mutually agreed upon mediator. If the parties cannot mutually agree on a mediator, then the Chelan County Superior Court shall appoint a neutral mediator. The parties agree to share equally in the costs of the mediation and cooperate fully in the effort to schedule a mediation session within 30 days of a written request from one party to the other to do so. In the event that mediation is unsuccessful, then either party shall have the right to seek resolution in the Chelan County Superior Court, in which event, any and all mediation proceedings shall become confidential pursuant to ER 408 and not disclosed in court. Additionally, the mediator shall not be a witness in any court proceedings.

8.04 **Governing Law and Venue** This Agreement shall be governed exclusively by the laws of the State of Washington. The Chelan and Kittitas 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 39.3 4.040, this Agreement shall be filed with the auditor of each county prior to its entry into force.

Adopted this 20th day of February, 2024.

KITTITAS COUNTY SUPERIOR COURT - JUVENILE COURT SERVICES



SCOTT R. SPARKS, Superior Court
Presiding Judge

BOARD OF CHELAN COUNTY COMMISSIONERS


KEVIN OVERBAY, Chair
SHON SMITH, Commissioner
TIFFANY GERING, Chair
ROBERT W. SEALBY,
Chelan County Prosecuting Attorney

BOARD OF KITTITAS COUNTY COMMISSIONERS


BRETT WACHSMITH, Chair
LAURA OSCIADACZ, Vice Chair
CORY WRIGHT, Commissioner
DOUGLAS R. MITCHELL
Kittitas County Prosecuting Attorney
WSBA #22877

ATTEST: 


Chelan County Clerk of the Board

ATTEST: _____


Kittitas County Clerk of the Board