

Return Document to: Chelan County Juvenile Department  
Document Title: Interlocal Cooperative Agreement for Juvenile Detention Services  
Related documents: N/A  
Grantor: Chelan County  
Grantee: Douglas County  
Legal Description: N/A  
Parcel Number(s): N/A

**INTERLOCAL COOPERATIVE AGREEMENT BETWEEN  
CHELAN COUNTY AND DOUGLAS COUNTY FOR  
TEMPORARY JUVENILE DETENTION SERVICES**

THIS AGREEMENT is made this day by and between Chelan County, Washington, and Douglas County, Washington.

WHEREAS, each county is a political subdivision of the State of Washington 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 temporary detention services to Douglas County on an "as needed" basis through the Chelan County Juvenile Detention Facility; and

WHEREAS, the counties enter into this Agreement pursuant to the authorization of Chapter 39.34 RCW; and

WHEREAS, this Agreement is mutually advantageous to both counties, 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 temporary juvenile detention services to Douglas County for the convenience of the Douglas County Sheriff's Office. The terms and conditions of this Agreement are an integration and representation of the final, entire, and exclusive understanding between the parties superseding and merging all previous agreements, writings, and communications, oral or otherwise, regarding the subject matter of this Agreement.

## 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 upon booking by the Douglas County Sheriff's Office for temporary detention until the juvenile is released pursuant to bail or court order or is transported to Douglas County's juvenile detention facility at Medical Lake, Washington.

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 Douglas County on an "as needed" basis for juveniles temporarily detained following arrest by the Douglas County Sheriff's Office and until released pursuant to bail or court order or for transportation to Douglas County's juvenile detention facility at Medical Lake, Washington. 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 pursuant to Douglas County detained juveniles pursuant to a agreements between Chelan County and its contract medical provider. 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, provided to Douglas County juveniles shall be the responsibility of the Douglas County.

C) Chelan County shall provide Douglas 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 Douglas 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 condition which precludes admission under 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 Douglas County.

A) Douglas County shall be responsible for delivery of detained juveniles to the Chelan County Juvenile Detention Center and for transportation of Douglas County detainees to Douglas County's juvenile facility at Medical Lake Washington, and to and from all court appearances while in detention, and shall sign for and take responsibility for juveniles' property when transporting.

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

C) Douglas County shall be solely responsible for providing the Chelan County Juvenile Center authorizations for release and/or revocations of release of any and all Douglas 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 1, 2010, 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 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.** Douglas County shall pay the sum of \$120.00 per bed day per juvenile. Any portion of a day constitutes a full day for the purpose of determining reimbursement. Chelan County shall submit quarterly billings to Douglas County for the entire amount incurred during that period, indicating the names and dates of detention for each Douglas County juvenile detainee. Chelan County shall, upon request, provide Douglas County with a daily detention log detailing Douglas County juvenile detainees admitted to and released from the Chelan County Juvenile Center. Payment shall be made by Douglas County to Chelan County within 20 days after receipt of each 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, 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 Douglas Counties.

**8.04 Governing Law and Venue.** This Agreement shall be governed exclusively by the laws of the State of Washington. The Chelan and Douglas 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.** 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 legislative authority of each county.

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.

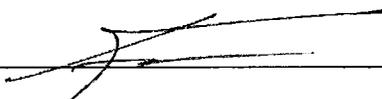
9.05 **Counterparts.** This Agreement may be executed by the counties using duplicate counterparts.

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.

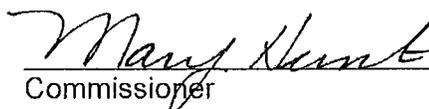
Adopted this 11 day of January, 2010.

DOUGLAS COUNTY, WASHINGTON  
BOARD OF COUNTY COMMISSIONERS



Chair 

Vice Chair 

Commissioner 

ATTEST:

  
\_\_\_\_\_  
Clerk of the Board

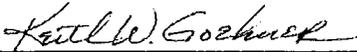
APPROVED AS TO FORM:

  
\_\_\_\_\_  
Prosecuting Attorney

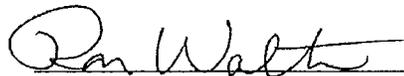
Adopted this 16<sup>th</sup> day of Feb, 2010.

CHELAN COUNTY, WASHINGTON  
BOARD OF COUNTY COMMISSIONERS



  
\_\_\_\_\_  
Chair

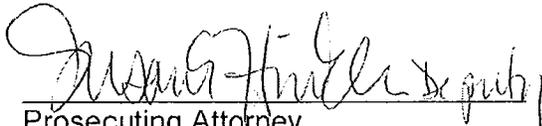
  
\_\_\_\_\_  
Vice Chair

  
\_\_\_\_\_  
Commissioner

ATTEST:

  
\_\_\_\_\_  
Clerk of the Board

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Prosecuting Attorney