

**INTERLOCAL AGREEMENT ("AGREEMENT")  
BETWEEN THE CITY OF EAST WENATCHEE AND  
CHELAN COUNTY FOR JUVENILE DETENTION SERVICES**

**CHELAN COUNTY  
MAR 08 2010  
JUVENILE CENTER**

1. **Parties.** The parties to this Agreement are the City of East Wenatchee ("City") and Chelan County.
2. **Background.**
  - a. Chelan County presently owns and maintains the Chelan County Juvenile Center ("Center"), located at 300 Washington St., Wenatchee, WA
  - b. Douglas County has informed the City that it will not pay for the costs associated with the temporary detention of a juvenile arrested for a new offense without a warrant when he or she is transported to the Center by East Wenatchee police officers.
  - c. It is the City's position that all costs associated with the booking and detention of a juvenile are Douglas County's responsibility to pay, regardless of which law enforcement agency transports the juvenile to the Center.
  - d. By entering into this Agreement, the City is not waiving its ability to pursue available legal remedies to resolve its dispute with Douglas County.
  - e. While the city resolves its dispute with Douglas County, the city desires that Chelan County assume the safekeeping, care, and sustenance of juveniles brought to the Center by City police officers.
  - f. The City believes it is in the best interests of the City and Chelan County to have Chelan County provide detention services to the City on an "as needed" basis through the Center.
3. **Authority.** RCW 39.34.080 authorizes one or more public agencies to contract with one another to perform governmental services which each itself is by law authorized to perform.
4. **Purpose.** The purpose of this Agreement is to set forth the terms and conditions under which Chelan County shall provide juvenile detention services for juveniles brought to the Center by City police officers. 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.

5. **Definitions.**

- a. Detention. For purposes of this Agreement, the term "detention" means that period of time when a juvenile is within the physical confines of the Center or under the direct supervision and control of a Chelan County Juvenile Department agent, employee or officer.
- b. Juvenile. For purposes of this Agreement, the term "juvenile" means a person age 17 years or younger who is subject to the jurisdiction of the Juvenile Department of Douglas County Superior Court and arrested for a new offense without a warrant.

6. **Duties of the Parties**

a. Duties of Chelan County.

- i. Chelan County agrees to provide detention services to juveniles brought to the Center by City police officers on an "as needed" basis. Such services shall be provided at the Center.
- ii. Chelan County agrees to provide medical care, including sick call and routine follow up care as provided by the Chelan County joint jail/juvenile medical services program, to the same extent and under the same terms that such services are currently provided to all other youth housed at the Center. The cost of necessary or emergent medical care that must be provided outside the Center or which involves care providers or services beyond the capabilities of the jail/juvenile medical program will be the responsibility of the City. For purposes of this subsection, the term "necessary" refers to medical care that is recommended by staff of the jail/detention medical program and cannot reasonably be delayed until such time as the youth is released from the Center.
- iii. Chelan Co unty shall provide juveniles brought to the Center by City police officers 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 all other Chelan County detained juveniles receive said services.
- iv. Chelan County reserves the right to refuse admittance of any juvenile brought to the Center by City police officers for failure to meet the criteria for detention as stated in RCW 13.40.040, and other applicable law, or any other reason which would, if ignored, result in a violation of law, or would violate Chelan County policy on admission of youth with emergent medical conditions.

**b. Duties of City.**

- i. The City shall be responsible for delivery of detained juveniles to Center.
- ii. City shall be solely responsible for the sufficiency of the legal basis for the arrest and detention of all detained juveniles brought to the Center by City police officers.

**7. Duration.** The term of this Agreement shall commence January 1, 2010, and continue until terminated pursuant to the provisions of this Agreement.

**8. 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. No termination of this Agreement shall release either party from any liability or obligation with respect to any matter occurring prior to such termination.

**9. Payment to Chelan County**

- a. Bed Day Rate Payment. The City shall pay the sum of \$120.00 per bed day per juvenile from the time he or she is admitted into the Center until the time of his or her preliminary hearing. Any portion of a day constitutes a full day for the purpose of determining reimbursement.
- b. Medical Expenses. The City shall reimburse Chelan County for the cost of emergency and non-routine medical services, as defined in Section 6(a)(ii) above, provided to a juvenile brought to the Center by City police officers between the time the juvenile is admitted into the Center and the time of the juvenile's first appearance before a court of competent jurisdiction.
- c. Quarterly Billing. Chelan County shall submit a billing to the City at the end of each quarter for the entire amount incurred during that period.
- d. Detention Log. Chelan County shall provide the City with a detention log at the time of billing, in order for the City to properly account for City-contracted juveniles served in the Center.
- e. Due Date. The City shall pay Chelan County within twenty days of receipt of the quarterly billing.

**10. Claims for Damages.** To the extent of its comparative liability, each party shall indemnify, defend and hold the other party, 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 or city's officials, employees, and agents.

**11. Compliance with all laws.** Each party shall comply with all federal, state, and local laws, rules, regulations and ordinances applicable to the performance of this Agreement.

**12. Maintenance and Audit of Records.** Each party 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 party 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.

**13. 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.

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

**15. Time.** Time is of the essence of this Agreement.

**16. 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.

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

**18. Governing Law.** This Agreement shall be governed exclusively by the laws of the State of Washington.

**19. Construction of Agreement.** This Agreement shall not be construed more strictly against one party as the drafter, because both Chelan County and City have contributed materially to the preparation hereof.

**20. Notice.** Any notice delivered with respect to this Agreement shall be in writing and be deemed to be delivered (whether or not actually received) when (i) hand delivered to the person(s) hereinafter designated, or (ii) upon deposit of such notice in the United States Mail, postage prepaid, certified mail, return-receipt requested, addressed to the person at the address set forth opposite the party's name below, or such other address or to such other person as the party shall have specified by written notice to the other party delivered in accordance herewith:

**CITY OF EAST WENATCHEE**  
MAYOR STEVEN C. LACY  
271 9<sup>th</sup> Street N. E.  
East Wenatchee, WA 98802

**CHELAN COUNTY**  
PHILIP J. JANS  
316 Washington St., Suite 202  
Wenatchee, WA 98801

**21. Severability.** If any section or portion of this Agreement is determined to be unlawful by a competent court of law, such determination shall not affect the remaining terms and conditions of the Agreement.

**22. Modification of Agreement.** This Agreement may be amended by written agreement of the duly authorized representatives of each party.

**23. Entire Agreement.** The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded.

**24. Filing of Agreement.** The City shall file this Agreement with the Douglas County Auditor. Chelan County shall file this Agreement with the Chelan County Auditor. This Agreement shall not become effective until both parties have so filed the Agreement.

DATE: 12/15/09

CITY OF EAST WENATCHEE

BY: 

MAYOR STEVEN C. LACY

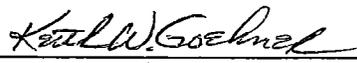
ATTEST:

BY: Dana Barnard

CITY CLERK DANA BARNARD

DATE: 12-14-2009

CHELAN COUNTY BOARD OF COMMISSIONERS

BY: 

KEITH GOEHNER, CHAIRMAN

BY: 

DOUG ENGLAND, COMMISSIONER

BY: 

RON WALTER, COMMISSIONER

