

INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN

Island County
AND
Whatcom County

THIS AGREEMENT is made and entered into by and between Island County, a political subdivision of the State of Washington ("Island" or "Island County") and Whatcom County, a political subdivision of the State of Washington ("Whatcom" or "Whatcom County") , pursuant to the authority granted by Chapter 39.34 of the Revised Code of Washington (RCW), the Interlocal Cooperation Act, and RCW Title 13, Juvenile Courts And Juvenile Offenders.

1. PURPOSE:

The purpose of this collaborative agreement is to provide secure custody and confinement of juvenile offenders under the jurisdiction of Island County Juvenile Court through the use of Whatcom County Juvenile Detention, its facilities, personnel and programs. Access to detention will be provided for a daily fee as needed, based on available bed space and at the discretion of the Juvenile Court Administrator for Whatcom County or their designee and in accordance with this agreement. Island County and Whatcom County each have the statutory duty, power, and authority to maintain and operate Juvenile Detention Facilities and to confine juveniles therein, pursuant to RCW Title 13. Island County is seeking the short-term use of the Whatcom County detention facility for the confinement and custody of juvenile offenders under Island County jurisdiction, and in accordance with RCW Title 13, due to staffing shortages. Whatcom County currently has a juvenile detention facility and adequate staffing to accommodate the need.

2. DEFINITIONS:

For purposes of this agreement, the following definitions apply:

"Detention Facility" means the facility operated by Whatcom County at 311 Grand Ave. Bellingham WA, 98225 for the physical confinement of juvenile offenders alleged to have committed an offense or adjudicated offenders subject to a disposition or modification order.

"Juvenile Offender" means any youth age twelve or older who is alleged to have committed an offense or who has been found by the court to have committed an offense and is under the jurisdiction of juvenile court in accordance with Title 13 RCW.

3. RESPONSIBILITIES:

A. The Availability of Juvenile Detention Facilities: Whatcom agrees to furnish its facilities and personnel for the confinement of Island County juvenile offenders in the same manner and to the same extent as Island County furnishes said services for confinement of juveniles within its jurisdiction. Whatcom County Juvenile Detention

facilities shall be made available and furnished for holding of Island County juvenile offenders who are 1) held after arrest, 2) awaiting trial, or 3) serving imposed detention terms. Notwithstanding the foregoing, the decision to provide housing of Island County juvenile offenders shall be at the discretion and direction of the Whatcom County Administrator of Juvenile Court or a designee.

B. Health Care Clearance and Emergency Care: Whatcom County shall have the right to refuse acceptance of any Island County juvenile offender who, in the judgment of Whatcom County, has a current medical, mental health or dental condition, which may adversely affect the safety of the individual, the safety of other inmates, the safe operations of the Detention Facility, or is beyond the operational or physical limitations of the Detention Facility. Whatcom County may require written clearance from the local hospital prior to booking, the cost of which will be the responsibility of Island County. Additionally, Whatcom County has no obligation to receive into custody or retain custody of an Island County juvenile offender when, in the opinion of Detention Facility staff or community medical or mental health staff the Island County juvenile offender is not medically or psychiatrically able to be housed in the Detention Facility, or needs medical or psychiatric attention that would require treatment at a hospital or other type of health care facility. Whatcom County will notify Island County in these instances so that Island County can arrange other transport and housing. At all times, the Whatcom County Administrator of Juvenile Court or a designee shall have final authority to determine whether an Island County juvenile offender is medically or psychiatrically fit for the Detention Facility. If a booked Island County juvenile offender requires immediate hospital or emergency treatment, Whatcom County will have the Island County juvenile offender transported to the local hospital and a Whatcom County Detention officer will remain with the Island County juvenile offender until such time as follows: the Island County juvenile offender receives treatment and is discharged from the emergency room, or the Island County juvenile offender is admitted to the hospital or other health care facility, or a temporary medical release has been obtained from an Island County Judicial Officer. The costs of these non - routine services will be included as part of the medical billing to the Island County.

C. Transportation: Island County Juvenile Court Services shall be responsible for all transportation of its juvenile offenders to and from Whatcom County Juvenile Detention. Transportation responsibility shall include, but not be limited to 1) initial intake; 2) any and all appointments; 3) court hearings; and 4) to an appropriate community location upon final release.

D. Copy of Arrest Warrant, Citation or Court Order: All Island County personnel, including law enforcement officers, corrections or detention officers, and probation staff, placing juvenile offenders in Whatcom County Juvenile Detention shall, in every instance and for each offender, furnish to the detention shift supervisor on duty at time of intake (1) an arrest warrant or affidavit of probable cause, and/or (2) a copy of the citation or court order.

E. Transfer of Custody: Island County personnel placing juveniles in custody of Whatcom County Juvenile Detention shall be required to remain in the immediate presence of the juvenile offender and shall be considered to have such person in their sole custody until 1) the detention shift supervisor on duty receives the completed authorization for confinement form from the Island County officer and 2) audibly states

that the juvenile is secured and at such time and only then, will Whatcom County come into custody of said juvenile; provided that, the provisions for emergency situations shall be established by uniform Whatcom County administrative regulations.

When custody of an Island County juvenile offender is transferred to Whatcom County, the Island County juvenile offender shall be subject to all applicable rules, regulations and standards governing operation of the Whatcom County Juvenile Detention facility, including any emergency security rules imposed by the Administrator or designee. Any Island County personnel delivering a juvenile offender to Whatcom County Juvenile Detention shall comply with all rules and regulations of Whatcom County.

When an Island County juvenile offender is released to Island County personnel pursuant to this agreement, or is released to Island County personnel for any other reason, custody of said juvenile shall revert to Island County until such time as said juvenile offender is returned to Whatcom County Juvenile Detention and the detention shift supervisor audibly states that the juvenile offender is again in Whatcom County custody.

F. Record Keeping: Whatcom County agrees to maintain a system of record keeping relative to the intake and confinement of each Island County juvenile offender in such style and manner as equivalent to Whatcom County's records pertaining to its own juvenile offenders. Whatcom County shall make available, upon request, to Island County or its authorized representatives, copies of said records. Upon disposition of the case, Island County agrees to timely report the disposition of such cases to Whatcom County Juvenile Detention in order to facilitate the maintenance of up-to-date criminal disposition records.

G. Posting of Bail: Whatcom County agrees to act as agent for Island County in the receipt of bail posted pertaining to Island County juvenile offenders. During normal working hours, Whatcom County agrees to diligently and timely deliver or turnover said bail bonds or monies to Island County, provided that, bail bonds or monies received by Whatcom County during other than normal working hours shall be delivered to Island County during the business hours immediately subsequent thereto.

H. Access to Juveniles: All authorized Island County personnel, including law enforcement, probation staff and assigned counsel, shall have the right to interview Island County juvenile offenders at any time inside the confines of Whatcom County Juvenile Detention, subject only to necessary security rules. Interview rooms will be made available to Island County personnel in equal priority with those of any other law enforcement department.

I. Release of Island County Juvenile Offenders from Whatcom County Juvenile Detention: No Island County juvenile offender confined in Whatcom County Juvenile Detention shall be released therefrom, except when authorized by Island County Juvenile Court or at the direction of the Juvenile Court Administrator for Whatcom County.

J. Detention Rules and Regulations: At the time that the custody of an Island County juvenile offender is transferred to Whatcom County, the Island County juvenile

offender shall be subject to all applicable rules, regulations and standards governing operation of Whatcom County Juvenile Detention.

K. Educational Services: Educational services will follow the guidelines outlined in the MOU between the Coupeville School District and the local Educational Services District (ESD).

4. **TERM OF AGREEMENT**: The term of this agreement shall be from January 17, 2025 through September 30, 2025. The term of this agreement may be extended upon written mutual agreement of the parties.

5. **MANNER OF FINANCING**:

A. Juvenile Detention Daily Fee: From the date of this agreement, Island County agrees to pay Whatcom County, a daily fee for the housing of juvenile offenders while in Whatcom County Juvenile Detention at a rate of \$150.00 per day per juvenile offender. For purposes of calculating the daily fee, the day shall begin at time of admission and be calculated on 24-hour intervals per day until final discharge. There will be no calculations for pro-rating of partial days.

B. Medical Bills: During the time and while an Island County juvenile offender is in the custody of Whatcom County Juvenile Detention, Island County shall be responsible for all medical, dental or psychiatric bills incurred by or on behalf of said juvenile offender. In the event a juvenile offender's medical, dental or mental condition necessitates that medical, dental or psychiatric care be provided outside of the Whatcom County Detention facility, that care shall not be construed as care incidental to incarceration and costs and charges associated with said outside medical, dental or psychiatric care shall be borne by Island County. Should outside medical, dental or psychiatric care be required by an Island County juvenile offender while in the custody of Whatcom County Juvenile Detention, Island County agrees to assume all additional costs associated with transporting and guarding said juvenile offender outside of the facility. Island County authorizes Whatcom County Juvenile Detention to solicit such medical, dental or mental health care for the juvenile offender in the event of an emergency. If such services are necessary before entry to detention can occur, Island County agrees to transport said juvenile offender for the receipt of that care.

C. Method and Time of Payment: Payments by Island County for services rendered under the terms of this agreement shall be made payable to Whatcom County within thirty (30) days from receipt of an itemized invoice:

Whatcom County Juvenile Court
Attention: Stephanie Kraft, Administrator
311 Grand Avenue, Suite 501
Bellingham, WA 98225

6. **ADMINISTRATION**: The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this agreement, and for coordinating and monitoring performance under this agreement. In the event such representatives are changed, the party making the change shall notify the other party.

Whatcom County's representative:

Stephanie Kraft
Administrator for Whatcom County Superior and Juvenile Court
311 Grand Avenue, Suite 501
Bellingham, WA 98225
E-mail: skraft@co.whatcom.wa.us
Phone: 360.778.5496

Island County's representative:

Megan Frazier
Administrator for Island County Superior and Juvenile Court
501 N. Main Street
Coupeville, WA 98239
E-mail: m.frazier@islandcountywa.gov
Phone: 360.678.7929

7. TREATMENT OF ASSETS AND PROPERTY: No fixed assets or personal or real property will be jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.

8. DEFENSE AND INDEMNIFICATION:

To the fullest extent permitted by law, Island County agrees to indemnify, defend and hold Whatcom County and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees, and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease, or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which: 1) are caused in whole or in part by any error, act or omission, negligent or otherwise, of the Island County, its employees, agents or volunteers or Island County's subcontractors and their employees, agents or volunteers; or 2) directly or indirectly arise out of or occur in connection with performance of this Agreement or 3) are based upon the Island County's or its subcontractors' use of, presence upon, or proximity to the property of Whatcom County. This indemnification obligation of Island County shall not apply in the limited circumstance where the claim, damage, loss, or expense is caused by the sole negligence of Whatcom County.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then in the event of concurrent negligence of Island County, its subcontractors, employees or agents, and Whatcom County, its employees or agents, this indemnification obligation of Island County shall be valid and enforceable only to the extent of the negligence of Island County, its subcontractors, employees, and agents. This indemnification obligation of Island County shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and Island County hereby expressly waives any immunity afforded by such acts. It is further provided that no liability shall attach to Whatcom County by reason of entering into this Agreement, except as expressly provided herein. The parties specifically agree that this Agreement is for the benefit of the parties only and this Agreement shall create no rights in any third party. Whatcom County reserves the

right, but not the obligation, to participate in the defense of any claim, damages, losses, or expenses, and such participation shall not constitute a waiver of Island County's indemnity obligations under this Agreement. In the event Island County enters into subcontracts to the extent allowed under this Agreement, Island County's subcontractors shall indemnify Whatcom County on a basis equal to or exceeding Island County's indemnity obligations to Whatcom County. Island County shall pay all attorney's fees and expenses incurred by Whatcom County in establishing and enforcing Whatcom County's rights under this indemnification provision, whether or not suit was instituted.

Island County agrees all Island County's indemnity obligations shall survive the completion, expiration or termination of this Agreement. The foregoing indemnification obligations of Island County are a material inducement to Whatcom County to enter into this Agreement and are reflected in Island County's consideration. By signing this Agreement, Island County acknowledges that it has freely negotiated and agreed to the indemnification requirements to defend, indemnify and hold harmless Whatcom County from all claims and suits including those brought against Whatcom County by Island County's own employees, arising from this Agreement.

9. **TERMINATION:** Any party hereto may terminate this agreement upon thirty (30) day notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph. If this agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this agreement prior to the effective date of termination.
10. **CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS:** The agreement may be changed, modified, amended or waived only by written agreement executed by the parties hereto. Waiver or breach of any term or condition of this agreement shall not be considered a waiver of any prior or subsequent breach.
11. **GOVERNING LAW AND VENUE:** This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Skagit County Superior Court.
12. **COMPLIANCE WITH LAWS:** The Parties agree that during the performance of this Agreement they shall abide by all Federal, State and local laws, provided, the prohibition against discrimination in employment because of handicap shall not apply if the particular disability, with reasonable accommodation, prevents the proper performance of the work involved. If new law or legally binding precedent is directly applicable to any term or condition in this Agreement, which makes such term or condition in this Agreement unlawful, the Agreement shall be amended in writing and signed by the Parties. However, if any term or condition is allowed to have been negotiated by the Parties in this Interlocal Agreement, the negotiated term or condition shall remain in full force and effect and be binding on the Parties. Retroactivity shall not apply.
13. **FORCE MAJEURE:** In the event either Party's performance of any of the provisions of this Agreement become impossible due to circumstances beyond that Party's control, including without limitation, force majeure, strikes, embargoes, shortages of labor or materials, governmental regulations, acts of God, war or other strife, that Party will be excused from performing such obligations until such time as the Force Majeure event has ended and all facilities and operations have been repaired and/ or restored.

14. 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.

15. 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.

WHATCOM COUNTY:

ISLAND COUNTY:

Recommended for Approval:

Stephanie Kraft
Administrator for Superior and Juvenile Court
Whatcom County

Approved as to form:

George Roche
Senior Deputy Prosecuting Attorney
Whatcom County

Approved:

Satpal Sing Sidhu
Whatcom County Executive

Carolyn Q. [Signature]
Superior Court Presiding Judge
Island County

[Signature]
Melanie Bacon
Chair of the Board of County Commissioners
Island County

