

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
LEWIS COUNTY, WASHINGTON**

IN THE MATTER OF:

RESOLUTION NO. 21-336

APPROVE AN INTERLOCAL AGREEMENT FOR USE
OF JUVENILE FACILITIES BETWEEN LEWIS
COUNTY JUVENILE COURT AND COWLITZ
COUNTY JUVENILE COURT

WHEREAS, the Board of County Commissioners (BOCC) has reviewed the interlocal agreement between the Lewis County Juvenile Court and Cowlitz County Juvenile Court; and

WHEREAS, this interlocal agreement provides a daily bed rate of \$152 per day, for five youth, for 210 days, beginning October 1, 2021, and ending April 30, 2022, for a total of \$159,600; and

WHEREAS, it appears to be in the best public interest to authorize the execution of said interlocal agreement; and

WHEREAS, the BOCC authorizes the the Juvenile Court Administrator to approve and sign the agreement and any future amendments extending the duration and/or changing the bed rate of this agreement.

NOW THEREFORE BE IT RESOLVED the aforesaid interlocal agreement for utilization of Cowlitz County Juvenile facilities by the Lewis County Juvenile Court is hereby approved, and the Juvenile Court Administrator is authorized to sign the same.

DONE IN OPEN SESSION this 14th day of September, 2021.

APPROVED AS TO FORM:
Jonathan Meyer, Prosecuting Attorney

BOARD OF COUNTY COMMISSIONERS
LEWIS COUNTY, WASHINGTON

Andrew Logerwell
By: Andrew Logerwell,
Senior Deputy Prosecuting Attorney

Absent
Gary Stamper, Chair

ATTEST:



Lindsey R. Pollock, DVM
Lindsey R. Pollock, DVM, Vice Chair

Rieva Lester
Rieva Lester,
Clerk of the Lewis County Board of
County Commissioners

Sean D. Swope
Sean D. Swope, Commissioner

INTERAGENCY AGREEMENT FOR DETENTION
OF LEWIS COUNTY JUVENILES IN THE
COWLITZ COUNTY JUVENILE DETENTION FACILITY

THIS AGREEMENT, made and entered into this 7th day of September, 2021, is between LEWIS COUNTY SUPERIOR COURT (LEWIS), a constitutional and statutory court of record of the state of Washington, presiding in Lewis County, a political subdivision of the state of Washington, and COWLITZ COUNTY SUPERIOR COURT (COWLITZ), a constitutional and statutory court of record of the state of Washington, presiding in Cowlitz County, a political subdivision of the State of Washington, and is authorized under Titles 2 and 13 RCW.

A. PURPOSE:

The purpose of this interagency agreement is to permit juveniles under the jurisdiction of the Lewis County Superior Juvenile Court Division, detention section ("Juvenile Division detention") to be housed at the Cowlitz County Superior Court Juvenile Detention Facility, located at 1725 1st Avenue, Longview, Washington.

B. DEFINITION OF JUVENILE:

For the purpose of this agreement, "Juvenile" shall mean a youth, age twelve (12) through age seventeen (17).

C. SPACE AVAILABLE BASIS:

1. COWLITZ agrees to make available to LEWIS, as set forth hereunder, five bed days every seven months at the Cowlitz Juvenile Detention Facility located at 1725 1st Avenue, Longview, Washington, for the placement of juveniles under the jurisdiction of the Lewis County Juvenile Division detention section.
2. COWLITZ agrees to permit juveniles under the jurisdiction of LEWIS to be housed at the COWLITZ Juvenile Detention Facility, located at 1725 1st Avenue, Longview, Washington, on a space available basis.
3. COWLITZ reserves the right to refuse to accept any LEWIS juveniles if in the opinion of the COWLITZ COUNTY Juvenile Administrator or his/her designee, it would not be in the best interest of COWLITZ, including but not limited to: overcrowding, being unconscious, under the influence of alcohol/drugs, ill with a communicable disease, or gravely disabled as defined in RCW 71.34.020. At the time of presenting a LEWIS youth for detention, the failure of LEWIS to provide all necessary intake information and documentation, including whether a youth is currently experiencing medical problems, shall be deemed a refusal to accept and an ineffective transfer of a LEWIS youth for detention for purposes of Section K, below.
4. If the population of the detention facility is such that it necessitates reduction, LEWIS shall remove all juveniles detained on a space available basis as requested within seventy-two (72) hours after notice by telephone that such a reduction is necessary.

D. DOCUMENTATION/REQUIREMENTS FOR DETENTION:

1. Any juvenile detained pursuant to this agreement must be accompanied by an arrest report/probable cause detention information sheet filled out by the LEWIS law enforcement officer or Probation Officer that placed the youth in custody or a signed order to detain by a LEWIS Juvenile Court Judge, and all other documentation deemed necessary by COWLITZ to provide COWLITZ with legal authority to accept and maintain detention of any LEWIS youth.
2. LEWIS shall provide to COWLITZ any medical information it has describing a juvenile's known or existing medical condition at the juvenile was taken into custody. LEWIS shall also provide any on-going prescription medication, if available, needed to control the condition.
3. LEWIS and COWLITZ agree to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA), and administrative rules adopted to implement the Act, with regard to all health information transferred pursuant to this agreement.

E. TRANSPORTATION:

1. LEWIS shall provide all transportation requirements of any juvenile being transported to and from COWLITZ pursuant to this agreement.
2. COWLITZ may provide transportation to and from local health providers for medical treatment.

F. COMMUNICATIONS:

1. The LEWIS Juvenile Division detention section shall maintain routine contact with the COWLITZ Juvenile Detention Facility regarding any and all juveniles detained in COWLITZ pursuant to this agreement and shall be responsive to any emergency situation regarding said juveniles.
2. The COWLITZ Juvenile Detention Facility shall contact the LEWIS Juvenile Division detention section in the event of any unusual problems or issues regarding a juvenile being detained pursuant to this agreement and shall immediately contact the LEWIS Juvenile Division detention section in event of any medical emergency relating to a juvenile being detained pursuant to this agreement.

G. DETENTION STANDARDS AND YOUTH OVERSIGHT:

1. COWLITZ shall provide LEWIS with a copy of its Detention Intake Standards.
2. Any LEWIS juvenile accepted by COWLITZ shall be placed in a standard detention program unless the court order specifies otherwise.

H. COSTS PER BED:

1. LEWIS shall pay \$152.00 per bed day for an average of (5) beds per day and for a total of (1050) bed days during the 7 month term of this agreement, equaling a monthly amount of \$22,800.00, throughout the term of this agreement.
2. Any bed days incurred by LEWIS in excess of (1050) bed days during October 1, 2021 to April 30, 2021 will be paid at the rate of \$152.00 per each additional bed day in excess of (1050) bed days.
3. In the event that Cowlitz terminates or effectively terminates this agreement, or requires a reduction in the number of bed days available to Lewis, then Lewis's payment obligations hereunder shall be reduced in proportion to the reduction in the number of bed days available to Lewis.

I. REIMBURSEMENT OF COSTS:

COWLITZ agrees to bill LEWIS every month by the 15th of the month following the billed period for all services pursuant to this agreement. All shall be paid within thirty (30) days of billing.

J. MEDICAL COSTS:

COWLITZ shall provide sick call medical attention to the juveniles. In addition to the per bed rate, LEWIS shall be responsible for any other medical costs incurred by COWLITZ for the care of juveniles held under this agreement, including, but not limited to, any third-party transportation which may in the judgment of COWLITZ be reasonably necessary to transport a juvenile to a health center or hospital for treatment. If reasonably possible, COWLITZ shall notify the LEWIS Juvenile Division detention section in advance of incurring these extraordinary medical costs.

K. HOLD HARMLESS:

LEWIS agrees to indemnify and hold COWLITZ harmless, and its elective and appointed officers, employees and agents free and harmless from and against all claims, demands and causes of action of any kind or character, including the cost of defense thereof, arising prior to the effective transfer of a LEWIS juvenile to and acceptance of that juvenile by COWLITZ, or arising during any time LEWIS juveniles are in the control, care or oversight, or administration of officers, employees or agents of LEWIS, excepting only any claims alleging negligent or wrongful acts or omissions on the part of officers, employees or agents of COWLITZ.

COWLITZ agrees to indemnify and hold LEWIS harmless, and its elective and appointed officers, employees and agents free and harmless from and against all claims, demands and causes of action of any kind or character, including the cost of defense thereof, arising after LEWIS juveniles are transferred to and accepted by COWLITZ or arising during the time LEWIS juveniles are in the control, care or oversight, or administration of officers, employees or agents of COWLITZ, excepting only any claims alleging negligent or wrongful acts or omissions on the part of officers, employees or agents of Lewis and/or its juvenile court.

Each Party hereunder waives its immunity under Title 51 RCW (Industrial Insurance) solely for the purposes of this Agreement and these indemnity provisions, acknowledging this waiver was mutually negotiated.

L. 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.

M. EFFECTIVE DATE AND RENEWALS:

This agreement becomes effective on October 1st, 2021, by signature of this document by the parties hereto. It shall automatically renew from year to year thereafter unless otherwise modified or terminated. This Agreement may be terminated by either party, effective no less than sixty (60) days after receipt or written notice given by the party seeking to terminate. This Agreement may be modified only after written notice of intention to modify and by mutual agreement of the parties.

N. CONSTITUTIONAL AND STATUTORY PROVISIONS:

This agreement is subject to the debt limitation provisions of Article VIII, Section 6 of the Washington Constitution and the provisions of the Washington Tort Claims Act, Revised Code of Washington (RCW), Chapter 4.96.

O. GOVERNING LAW, VENUE AND SEVERABILITY:

This Agreement shall be governed in all respects by the laws of the State of Washington, and any action arising out of this Agreement shall be instituted and maintained only in a court of competent jurisdiction in Cowlitz County, WA. The provisions of this Agreement are severable, and if any term or provision is deemed to be illegal, invalid, or unenforceable, in whole or in part, it shall not affect any other term or provision, or other parties' rights and obligations under this Agreement.

P. MISCELLANEOUS

1. Each party will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee, agent, contractor or subcontractor of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever, including responsibility for any federal or state tax or benefit, industrial insurance, or social security liability. Nothing contained in this Agreement shall be construed to create liability or a right of indemnification by any third party.
2. Each party warrants and represents to the other that the person signing below has been properly and legally authorized and empowered to execute this Agreement on behalf of the party for whom they sign.

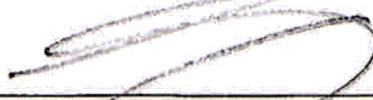
SUPERIOR COURT OF THE STATE OF
WASHINGTON FOR LEWIS COUNTY



Shad Hail, Juvenile Court Administrator

*[Authorized to sign pursuant to Lewis County
Resolution 21-336]*

SUPERIOR COURT OF THE STATE OF
WASHINGTON FOR COWLITZ COUNTY



Gary B. Bashor, Presiding Judge

[Authorized to sign pursuant to GR 29]

Dated this 15 day of September, 2021

Dated this 15 day of Sept, 2021

BOCC AGENDA ITEM SUMMARY

Resolution: 21-336

BOCC Meeting Date: Sept. 14, 2021

Suggested Wording for Agenda Item:

Agenda Type: Deliberation

Approve an interlocal agreement for use of Juvenile facilities between Lewis County Juvenile Court and Cowlitz County Juvenile Court

Contact: Shad Hail

Phone: 360-740-2622

Department: SC - Superior Court

Description:

Approve an interlocal agreement for use of Juvenile facilities between Lewis County Juvenile Court and Cowlitz County Juvenile Court

Approvals:

Publication Requirements:

Publications:

User	Status
PA's Office	Approved
Shad Hail	Approved

Additional Copies:

Shad Hail, Linda Mastin, Doug Carey, Grace Jimenez and Susan Wickert

Cover Letter To: