

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	FC 06/13/23 BC 06/27/23
Subject:	Adams County & Benton-Franklin Juvenile Justice Center Agreement for Mutual Use of Juvenile Detention Center Facilities
Presenter:	N/A
Prepared By:	Rosa Garcia
Reviewed By:	David Wheeler
PA Review, Approval to Form:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A (If no, include reasoning for no approval)
Type of Agenda Item:	Type of Action Needed: (Multiple boxes can be checked, if necessary)
<input checked="" type="checkbox"/> Consent Agenda	<input type="checkbox"/> Discussion Only <input type="checkbox"/> Pass Motion
<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Decision / Direction <input checked="" type="checkbox"/> Pass Resolution
<input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Sign Letter / Document <input type="checkbox"/> Pass Ordinance
	<input checked="" type="checkbox"/> Execute Contract

Summary / Background Information

The purpose of this agreement is to provide Adams County access to the Benton-Franklin counties juvenile detention facilities when it is deemed to be in the best interest of the Counties. Such use shall be solely for the purpose of housing juveniles otherwise subject to incarceration at each party's respective detention center facilities. Use of this agreement is contemplated during emergent situations.

The term of the Agreement shall be effective June 1, 2023 through June 1, 2024.

Fiscal Impact

There is no fiscal impact to the Benton-Franklin Juvenile Justice Center.

Recommendation

We recommend that the Boards of County Commissioners of Benton and Franklin Counties sign the Agreement between Benton-Franklin Juvenile Justice Center and Adams County.

Suggested Motion

Approved as part of consent agenda.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

BEFORE THE BOARDS OF THE COMMISSIONERS OF BENTON AND FRANKLIN COUNTIES, WASHINGTON;

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE AGREEMENT BETWEEN THE JUVENILE JUSTICE CENTER AND ADAMS COUNTY TO PROVIDE EACH PARTY ACCESS TO THE OTHER PARTY'S JUVENILE DETENTION FACILITIES

WHEREAS, David Wheeler, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the proposed Agreement between the Benton-Franklin Juvenile Justice Center and Adams County be approved as presented; **NOW, THEREFORE**

BE IT RESOLVED, that the Chair of the Board of Benton County Commissioners and the Chair of the Board of Franklin County Commissioners are authorized to sign on behalf of their respective county, the Agreement between the Benton-Franklin Juvenile Justice Center and Adams County; and

BE IT FURTHER RESOLVED, the term of the attached Agreement commences June 1, 2023 and expires on June 1, 2024.

DATED this ____ day of _____ 2023
BENTON COUNTY BOARD OF COMMISSIONERS

DATED this ____ day of _____ 2023
FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman of the Board

Commissioner

Commissioner

Commissioner

Constituting the Board of
County Commissioners,
Benton County, Washington

Attest:

Commissioner

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

Clerk of the Board

Clerk of the Board

AGREEMENT FOR MUTUAL USE OF JUVENILE DETENTION CENTER FACILITIES

This Agreement is made and entered into by and between **ADAMS COUNTY**, a political subdivision of the State of Washington, **BENTON COUNTY**, a political subdivision of the State of Washington; and **FRANKLIN COUNTY**, a political subdivision of the State of Washington; hereinafter collectively ("the parties").

RECITALS

WHEREAS, Adams, Benton, and Franklin County are authorized by law to operate a juvenile detention center; and

WHEREAS, the parties each wish to utilize the other parties respective County juvenile detention center as a place of confinement for juveniles under jurisdiction of the court when it is deemed to be in the best interest of the Counties; and

WHEREAS, this Agreement does not create any separate legal or administrative entity pursuant to RCW 39.34.030; and

WHEREAS, RCW 39.34.080 and other Washington laws authorize any public agency to contract with another public agency to perform services and activities that each such public agency is authorized by law to perform; and

WHEREAS, the parties have considered the anticipated costs of incarceration services and potential revenues to fund such services and determined it is in the parties' best interests to enter into this Agreement as authorized and provided for by RCW 39.34.080 and other Washington law.

AGREEMENT

For and in consideration of the conditions, covenants, and agreements contained herein the parties agree as follows:

1. **PURPOSE:** It is the purpose of this Agreement to provide each party access to the other party's juvenile detention facilities when it is deemed to be in the best interest of the Counties. Such use shall be solely for the purpose of housing juveniles otherwise subject to incarceration at each party's respective detention center facilities and shall be further subject to all terms and conditions contained herein.

2. **MAILING AND CONTACT ADDRESS:** All written notices, reports, and correspondence required or allowed by this Agreement shall be sent to the following Agreement administrators:

Contract Agency: Adams County Juvenile Court
Juan Garza, Administrator
425 E. Main St.
Suite 100
Othello, WA
Tel: (509) 488-5646
Email: juang@co.adams.wa.us

Counties: Benton-Franklin Counties Juvenile Justice Center
David Wheeler, Administrator
5606 W. Canal PI Suite 106
Kennewick, WA 993336-1388
Tel: (509) 783-2151
Email: David.Wheeler@co.benton.wa.us

Notices shall be effective immediately upon receipt if delivered in person. If notice is delivered by US Mail, then it shall be effective three days following the day when it is deposited, postage prepaid, in an official mail receptacle, properly addressed to the other party's contact address and person. If notice is made by email, then it shall be effective at the time of start of business, on the next business day following successful transmission.

Each party must have an Agreement administrator at all times this agreement is in force. Parties may change their Agreement administrator by submitting notice of such change to the other party in writing.

3. **AVAILABILITY OF DETENTION CENTER FACILITIES:**

Benton and Franklin County ("Receiving County") shall accept a juvenile requested by Adams County ("Transferring County") at its sole discretion. This discretion is in addition to each party's rights with respect to certain juveniles set forth in Sections 8 and 9 herein. Adams County shall only submit juveniles for confinement under this Agreement that are held 24 hours a day in secure confinement. Juveniles incarcerated pursuant to this Agreement will not be eligible for participation in work crew, work release, home monitoring or any other programs in which juveniles serve all or part of their sentences outside the confines of a detention center.

4. **COMPENSATION:**

- (a) **Monetary Consideration.** The parties mutually agree that the housing of an juvenile by the Receiving County on behalf of the Transferring County shall be compensated at the rate of \$200 for every 24-hour period, or portion thereof, that said juvenile is in the custody of the Receiving County. Such time period shall be measured from the time said juvenile is transferred to the custody of the Receiving County and ends when the Transferring County resumes

custody. The first day of detention will be defined as the first 24-hour period the juvenile is formally admitted to detention. If a juvenile is confined less than 24 hours, a full day will be assessed. Each 24-hour period, or portion thereof, thereafter, will constitute one additional day. For example: a juvenile admitted during the day at 4:00 p.m. Friday and released the following Sunday at 1:00 p.m. will be counted as utilizing two days.

- (b) Other Costs. The Transferring County shall also pay such other costs as are incurred by the Receiving County, or third parties, in incarcerating juveniles on behalf of the Transferring County, as set forth herein, including but not limited to any medical costs required by Section 5.
- (c) Billing. The Receiving County may bill the Transferring County on the 15th day of each month for all amounts due to the Receiving County under this Agreement for the services rendered in the prior calendar month. Payment shall be due from the Transferring County by the 15th day of the following month. Account balances overdue 30 days or more will be subject to a service charge of 1% per month (12% per annum). Should it become necessary, the Transferring County shall pay all collection costs associated with late payments.

5. **MEDICAL COSTS AND TREATMENT:**

- (a) Services Provided. Upon transfer of custody to the Receiving County, the Receiving County shall provide or arrange for the Transferring County's juvenile to receive all necessary medical, psychiatric, and dental services in accordance with the policies and procedures of the Receiving County and applicable law.
- (b) Cost Responsibility. The Transferring County shall be responsible for, or shall pay for the cost of, all medication prescribed for any of its juveniles. The Transferring County shall also pay for all costs associated with the delivery of medical, psychiatric, and dental services provided to a juvenile who, in the sole discretion of the Receiving County, requires the services of a third-party medical, dental, or psychiatric services provider, and for all emergency medical, dental, or psychiatric services, wherever provided. These costs shall be paid directly to the provider or as a reimbursement to the Receiving County, as directed by the Receiving County. The Receiving County shall bill the Transferring County only for the actual costs charged to the Receiving County and shall provide an itemization with such billing.
- (c) Notice. Except in case of situations deemed an emergency at the sole discretion of the Receiving County, the Receiving County shall notify the Transferring County's Agreement administrator in writing, by email, prior to transfer of a Transferring County's juvenile to a medical, dental or psychiatric provider outside of the County detention center or to a hospital for medical, psychiatric, or dental services.
- (d) Pre-Confinement Consents or Refusals. If the Transferring County's juvenile has either 1) received medical, psychiatric, or dental treatment; or 2) refused

any medical, psychiatric, or dental treatment, from the Transferring County or any third-party provider of such services before transfer for confinement in the Receiving County's detention center, the Transferring County shall provide to the Receiving County all written verification of any authorization of or refusal to authorize care or treatment for such juveniles(s).

- (e) Return for Medical Services. Nothing herein shall preclude the Transferring County from retaking custody of an ill or injured juvenile by retaking custody of such juvenile at the Receiving County's detention center. Such retaking of custody shall be preceded by written notice at least 24 hours in advance of the desired time of retaking custody. However, in situations where the Receiving County, in its sole discretion determines, that a juvenile requires emergency medical care, the Receiving County shall have the right to arrange for emergency medical services (at the Transferring County's expense) notwithstanding a request from the Transferring County to retake custody of the juvenile.
- (f) Records. The Receiving County shall keep records of all medical, psychiatric, or dental services it provides to a juvenile. Upon resumption of custody by the Transferring County, the Transferring County shall receive a copy or summary of the medical, psychiatric, or dental records held by the Receiving County for a juvenile of the Transferring County.
- (g) Transportation of Medications and Records. The Transferring County agrees to transport with the juvenile, any and all applicable medical records, current care instructions, as well as an appropriately labeled 5-day supply of the juvenile's current non-controlled substance medications, and any previously issued over-the-counter medication. The medical record shall at a minimum include the juvenile's name, JUVIS number, date of birth, any known allergies, current medication list, description of current medical problem(s), the in facility medical care provided, and the facility health staff contact information.

6. **TRANSPORTATION OF JUVENILES:**

- (a) Regular Transport. For all juveniles accepted by the Receiving County and unless agreed otherwise in writing, the Transferring County shall be responsible for transporting juveniles to and from its detention center for all purposes including but not limited to court hearings and medical appointments in Transferring County.
- (b) Transports by the Receiving County. For any transports by the Receiving County required by court order, or made at the Transferring County's request, the Transferring County shall reimburse the Receiving County for all costs associated with such transport; provided, this Agreement shall not be deemed to create an obligation of the Receiving County to provide any transports.
- (c) Transferring County Transport. In the event either party requests that custody of an juvenile be transferred back to the Transferring County, in accordance with any such right set forth in this Agreement, the Transferring County shall transport such juvenile in accordance with the guidelines set forth in this

Section 6 (a) or (b) above. If the Transferring County desires to retake custody of the transferred juvenile, the Transferring County shall take custody of the juvenile at the Receiving County's detention center and handle all transport responsibility. The Transferring County shall provide at least 24 hours advanced written notice to the Receiving County of any such expected transport by the Transferring County.

7. **TRANSFER OF CUSTODY:**

- (a) Commencement of Custody by Receiving County. The Transferring County juveniles shall not be deemed to be in the legal custody of the Receiving County until officers from the Receiving County's Department take physical control of such juvenile. The Receiving County shall not be required to take such control of an juvenile until the Transferring County has delivered copies of all juvenile records pertaining to the juvenile's incarceration by the Transferring County or its agent, including a copy of the juvenile's medical records held by the Transferring County or its agent, and a copy of the document that provides legal authority for the incarceration of the juvenile. If additional information is requested by the Receiving County regarding a particular juvenile, the parties shall mutually cooperate to obtain such information. In the absence of documentation and information satisfactory to the Receiving County, the receiving officer may refuse to accept the Transferring County's juvenile for confinement. The Receiving County shall not be required to take custody of or assume control of or responsibility for any property of the juvenile, except for such property that the Receiving County allows juveniles to keep in their cell. The Transferring County's officers delivering a juvenile to the transportation location shall be responsible for ensuring that all paperwork is in order and that all property allowed to be transported with the juvenile is properly packaged. At such time, and only at such time, as all paperwork and property are in order will the Receiving County take physical control of and assume custody of and responsibility for the Transferring County's juvenile to be confined.
- (b) Further Transfer of Custody. Except as otherwise allowed by Section 9 of this Agreement, the Receiving County shall not be required to, under any circumstances, transfer custody of any juvenile confined pursuant to this Agreement to any agency other than to the Transferring County without the written authorization from a court of competent jurisdiction. Even with such authorization, such transfer to another agency shall be at the discretion of the Receiving County and shall be further subject to the provisions of Section 6 above.
- (c) Responsibilities Upon Assumption of Custody. Upon transfer of custody to the Receiving County, it shall be the Receiving County's responsibility to administer the juvenile's sentence pursuant to the order of the committing court in the State of Washington. During such confinement, the Receiving County shall provide and furnish or arrange for all necessary medical and hospital services and supplies in accordance with Section 5 of this Agreement.

- (d) Resumption of Custody by Transferring County. The Transferring County shall be deemed to have resumed legal custody of a juvenile previously transferred to the Receiving County for incarceration pursuant to this Agreement, upon either presentation of such juvenile to the Transferring County's detention facilities, or upon the Transferring County's officers taking physical control of a juvenile at any other location.
8. **RIGHT TO REFUSE/RETURN A JUVENILE:** The Receiving County shall have the right to refuse to accept or to return any of the Transferring County's juveniles at its sole discretion, for any reason, including but not limited to the following:
- (a) Pending Medical Needs. The Receiving County shall have the right to refuse to accept any Transferring County juvenile who, at the time of presentation of drop off to the Receiving County's detention center facilities for confinement, is without the required medication and records as provided in Section 5(g), or appears as determined by the Receiving County, in need of medical, psychiatric, or dental attention, until the Transferring County has provided medical, psychiatric, or dental treatment to the juvenile to the satisfaction of the Receiving County.
- (b) Problematic Physical History or Behavior and New Medical Conditions. The Receiving County shall have the right to refuse to accept or to return any Transferring County's juvenile that, in the sole judgment of the Receiving County, has a history of serious medical problems, presents a serious risk of escape, presents a serious risk of injury to other persons or property, represents a risk to the orderly and safe operation of the detention center, or develops an illness or injury that may adversely affect or interfere with the operations of the Receiving County's detention center. Any special transport costs, medical or otherwise, incurred in the return of the Transferring County's juvenile under this subsection shall be the responsibility of the Transferring County. The Receiving County agrees to make immediate notification to the Transferring County and forward copies of any and all incident reports, disciplinary reports, findings, and actions.
- (c) Claims/Litigation. The Receiving County shall have the right to refuse to accept or to return any Transferring County juvenile that files a claim or lawsuit against the Receiving County or indicates intent to do so.
- (d) Return Due to Upcoming Expiration. The Transferring County shall have the obligation to begin picking up Transferring County juveniles during the thirty days preceding expiration of this Agreement so that all juveniles may be transported pursuant to the regular transports under Section 6 (a) and (b) above.
- (e) Notice of Return and Transport. The Receiving County shall provide written notice, via email, to the Agreement administrator of the anticipated return of a juvenile under this Section 8 to the contact person identified in Section 2. The Transferring County shall transport the juvenile(s) authorized for return under this Section 9 in accordance with Section 6 (a) and within seven days of such notice.

9. **REMOVAL FROM DETENTION CENTER - OTHER GROUNDS:** The Transferring County's juveniles may be removed from the Receiving County's detention facilities for the following additional reasons:
- (a) Request by Transferring County. Upon written request of the Transferring County for transfer of custody back to the Transferring County. In such case, the juvenile will either be transported by the Transferring County or by the Receiving County pursuant to Section 6 above.
 - (b) Court Order. By order of a court having jurisdiction over a Transferring County's juvenile. In such case, transport shall be according to the terms expressed in the court order, or by the Transferring County or the Receiving County pursuant to Section 6 above.
 - (c) Treatment Outside of Detention Center. For medical, psychiatric, or dental treatment or care not available within the Receiving County's detention center facilities, or which, in the Receiving County's sole discretion, requires the services of a third-party medical, psychiatric, or dental care provider at a location outside of the detention center.
 - (d) Catastrophe. In the event of any catastrophic condition presenting, in the sole discretion of the Receiving County, an eminent danger to the safety of the juvenile(s) or personnel of the Receiving County. In such case, the Receiving County will inform the Transferring County, at the earliest practicable time, of the whereabouts of the juvenile(s) so removed and shall exercise all reasonable care for the safekeeping and custody of such juvenile(s).
10. **TRANSFER OF JUVENILES UPON TERMINATION/ OF AGREEMENT:**
- (a) Termination by either party. In the event of a notice of termination from the either party in accordance with Section 20 below, the Transferring County agrees to transport according to Section 6(a) and (b) until all juveniles are returned to the Transferring County before the termination date of the Agreement. Release dates schedule shall be determined between the Receiving County and the Transferring County according to the juvenile's normal release date or earlier, if necessary, to transport prior to the termination date. Until such removal, the Transferring County shall pay the compensation and costs set forth herein related to the housing of such juvenile(s). The Receiving County shall retain all rights hereunder, notwithstanding such termination, until all of the Transferring County's juveniles are removed from the Receiving County's detention center. If the population of Transferring County's juveniles or timing of notice of termination is such that transports pursuant to section 6(a) and (b) will not be completed prior to the anticipated termination date, then Receiving County may increase transports beyond that in section 6(a) and (b) at Transferring County's expense or may require the Transferring County to transport the excess juveniles.

11. **JUVENILE RIGHTS, ACCOUNTS AND PROGRAMS:**

- (a) Discipline. With respect to the Transferring County's juveniles, the Receiving County shall maintain and manage disciplinary issues. No discipline prohibited by federal or state law will be permitted. The disciplinary policies and rules of the Receiving County's detention center shall apply equally to juveniles confined pursuant to this Agreement and to those otherwise confined. The Receiving County agrees to make immediate notification to the Transferring County and forward copies of any and all incident reports, disciplinary reports, findings, and actions.
- (b) Programs. The County shall provide the Transferring County's juveniles with access to all educational, recreational and social service programs currently offered at the Receiving County's detention center under the terms and conditions applicable to all other juveniles at the detention center.
- (c) Inability to Serve Time Outside of Facility. In accordance with Section 3 of this Agreement, the Transferring County's juveniles shall not be allowed to leave the detention center for participation in correctional work crews, work release programs, home monitoring or any other program in which other juveniles sometimes are allowed to leave the physical confines of the detention center as part of serving their sentence.

12. **ACCESS TO FACILITY AND PRISONERS:**

- (a) Access to Facility. Transferring County shall have the right to inspect, at mutually agreeable times, the Receiving County's detention center in order to confirm the facility maintains standards acceptable to the Transferring County and that its juveniles are treated appropriately. The Receiving County agrees to manage, maintain, and operate its facilities consistent with all applicable federal, state, and local laws applicable to the location of the detention center.
- (b) Access to Juveniles. Transferring County personnel shall have the right to interview juveniles from the Transferring County at any reasonable time within the detention center. Transferring County officers shall be afforded equal priority for use of detention centers interview rooms.

13. **ESCAPES AND DEATHS:**

- (a) Escapes. In the event of an escape by a Transferring County's juvenile from the Receiving County's detention center, the Transferring County will be notified by phone and in writing as soon as practical. The Receiving County shall have the primary authority to direct the investigation and to pursue the prisoner within its jurisdiction. Any costs related to the investigation and pursuit within its jurisdiction will be the responsibility of the Receiving County. The Receiving County shall not be required to pursue and return the Transferring County's escaped juveniles(s) from outside of the Receiving County's jurisdiction.

(b) Deaths.

- (1) In the event of a death of a Transferring County's juvenile in the Receiving County's detention center, the Transferring County shall be promptly notified by phone and in writing. The Receiving County's Bureau of Law Enforcement and the County Coroner will investigate the circumstances of death. The Transferring County may, if it wishes, join in the investigation and receive copies of all records and documents in connection with the investigation.
- (2) The Receiving County shall, subject to the authority of the County Coroner, follow the written instructions of the Transferring County regarding the disposition of the body. Such written instructions shall be provided within three working days of receipt by the Transferring County of notice of such death. All expenses related to necessary preparation of the body and transport charges shall be the responsibility of the Transferring County. With written consent from the Transferring County, the Receiving County may arrange burial and all matters related or incidental thereto, and the Transferring County shall pay all such expenses. This paragraph deals with relations between the parties to this Agreement and shall not affect the liability or rights of any relative or other person for the disposition of the deceased or any expenses connected therewith.

14. **POSTING OF BAIL:**

The Receiving County shall not serve as agent for the Transferring County in receipt of any bail bonds or any monies posted for or by a Transferring County's juvenile. Any such bonds or monies will be posted at the Transferring County's detention center. In the event bail is posted for a juvenile, timely and appropriate notification will be given to the Receiving County by the Transferring County.

15. **RECORD KEEPING:**

The Receiving County agrees to maintain a system of record keeping relative to the booking and confinement of each of the Transferring County's juveniles consistent with the record keeping by the Receiving County for all other juveniles. The Receiving County shall make copies of said records available to the Transferring County upon its request. Monthly medical charges will be itemized indicating all medical costs and procedures performed. The Transferring County will be bound by all confidentiality laws applicable to detention center and/or medical records.

16. **INDEMNIFICATION AND INSURANCE:**

- (a) Indemnification. The Receiving County shall indemnify the Transferring County, its officers, agents, and employees, from and against any claim, damages, losses, and expenses, including but not limited to reasonable attorney's fees, arising from the Receiving County's performance under this Agreement; provided, to the extent the claim, damages, losses, and expenses are caused by intentional acts of or by the concurrent negligence of the

Transferring County, its officers, agents, or employees, the Receiving County's indemnification obligation hereunder shall be limited to the Receiving County's proportionate share of liability as agreed to by the parties to this Agreement or determined by a court of competent jurisdiction.

- (b) Insurance Requirement. Each party shall obtain and maintain liability coverage in minimum liability limits of Two Million Dollars (\$2,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate for its conduct creating liability exposures related to confinement of juveniles, including general liability, errors and omissions, auto liability, and professional liability. The insurance policy (ies) shall provide coverage for those events that occur during the term of the policy, despite when the claim is made. Self-insurance or participation in a risk pool shall be sufficient to comply with the provisions of these insurance requirements.
- (c) Certificate of Insurance. Each party to this Agreement agrees to provide the other with evidence of insurance coverage in the form of either 1) a certificate from a solvent insurance provider confirming coverage from a solvent insurance pool which is sufficient to address the insurance obligations set forth above; or 2) written evidence of participation in a program of self-insurance or participation of a risk pool that is sufficient to address the insurance obligations set forth above.

17. **NON-DISCRIMINATION POLICY:**

The parties agree not to discriminate in the performance of this Agreement on the basis of age, sex, marital status, sexual orientation, race, creed, color, national origin, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained guide dog or service animal by a person with a disability, or any other legally protected status.

18. **ADMINISTRATION/DISPOSAL OF PROPERTY:**

This Agreement is executed in accordance with the authority of Chapter 39.34 RCW, the Interlocal Cooperation Act. Pursuant to the provisions of RCW 39.34.030, the ADAMS County Juvenile Court and the Benton-Franklin Counties Juvenile Justice Center shall be responsible for administering the confinement of juveniles hereunder. No real or personal property will be jointly acquired by the parties under this Agreement. All property owned by each of the parties shall remain its sole property to hold and dispose of in its sole discretion.

19. **WAIVER OF RIGHTS:**

No waiver of any right under this Agreement shall be effective unless made in writing by an authorized representative of the party to be bound thereby. Failure to insist upon full performance or failure to enforce breach of this agreement on any occasion shall not constitute consent to or waiver of any continuation of nonperformance or any later nonperformance; nor does payment of a billing or continued performance after notice of a deficiency in performance constitute an acquiescence thereto.

20. **TERMINATION:**

This Agreement may be terminated prior to expiration by written notice from either party delivered by regular mail to the contact person at address set forth herein. Termination by said notice shall become effective ninety (90) days after receipt of such notice. The notice shall set forth the reason the party wishes to terminate the Agreement and the specific plan for accommodating the affected juveniles, if any.

21. **DURATION:**

This Agreement shall be effective June 1, 2023 and shall continue through June 1, 2024, unless terminated earlier under the terms set forth in Section 20 above. This Agreement may be renewed for successive periods of one year by written addendum executed by all parties hereto under such terms as the parties agree in writing. Nothing in this Agreement shall be construed to make it necessary for the Contracting Agency to continuously house juveniles with the County.

22. **GOVERNING LAW:**

The parties hereto agree that, except where expressly otherwise provided, the laws and administrative rules and regulations of the State of Washington shall govern in any matter relating to this Agreement and a juvenile's confinement under this Agreement.

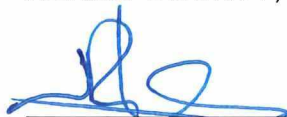
23. **MISCELLANEOUS:**

In providing these services to the Transferring County, the Receiving County is an independent contractor and neither its officers, agents, nor employees are employees of the Transferring County for any purpose including responsibility for any federal or state tax, industrial insurance or Social Security liability. No provision of services under this Agreement shall give rise to any claim of career service or civil service right, which may accrue to an employee of the Transferring County under any applicable law, rule, or regulation.

-This section was intentionally left blank-

PASSED AND ADOPTED by the Board of County Commissioners of Adams County,
Washington this 16th day of May, 2023.


ADAMS COUNTY COMMISSIONERS
ADAMS COUNTY, WASHINGTON



Jay R. Weise, Chair



Dan C. Blankenship, Vice-Chair



Miguel A. Garza, Commissioner

ATTEST:



Patricia J. Phillips, CMC
Clerk of the Board

NAMES AND TITLES OF AUTHORIZED OFFICER (PERSON WITH LEGAL AUTHORITY: COUNTY COMMISSIONERS' CHAIR OF THE BOARD, MAYOR, CITY/TOWN MANAGER, AGENCY DIRECTOR)

BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



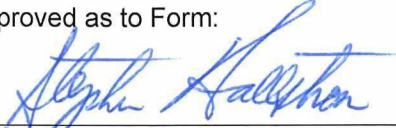
5/24/2023

David Wheeler, Juvenile Court Administrator

Date

BENTON COUNTY APPROVAL

Approved as to Form:



05/25/23

Deputy Prosecuting Attorney

Date

FRANKLIN COUNTY APPROVAL

Approved as to Form:

Jennifer Johnson,
Civil Deputy Prosecuting Attorney

Date

By: _____

By: _____

Name: _____

Name: _____

Title: Chairman, Board of Commissioners

Title: Chair, Board of Commissioners

Date: _____

Date: _____

Attest:

Attest:

Clerk of the Board: _____

Clerk of the Board: _____