

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. 08-376  
FRANKLIN COUNTY RESOLUTION NO. 2008 118

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 FEE FOR SERVICES RENDERED CONTRACT BETWEEN THE JUVENILE JUSTICE CENTER AND THE CITY OF PASCO, and

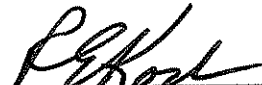
WHEREAS, Sharon A. Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the Fee For Services Rendered Contract between City of Pasco and Benton-Franklin Counties Juvenile Justice Center be approved as presented for a term commencing January 1, 2008 and renewable for a one year period on an annual basis, **NOW, THEREFORE**

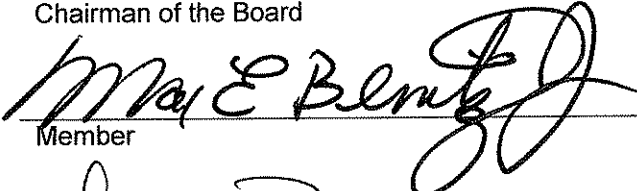
**BE IT RESOLVED**, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be and they hereby are authorized to sign, on behalf of their respective county, the Fee For Services Rendered Contract.


DATED this 10<sup>th</sup> day of March 2008  
BENTON COUNTY BOARD OF COMMISSIONERS


DATED this 17<sup>th</sup> day of March 2008  
FRANKLIN COUNTY BOARD OF COMMISSIONERS

  
Chairman of the Board

  
Chairman of the Board

  
Member

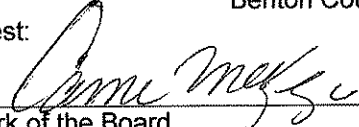
  
Chairman Pro Tem


  
Member

  
Member

Constituting the Board of  
County Commissioners,  
Benton County, Washington

Constituting the Board of  
County Commissioners,  
Franklin County, Washington

Attest:  
  
Clerk of the Board

Attest:  
  
Clerk of the Board

JUDGES

Hon. Dennis D. Yule  
Hon. Craig J. Matheson  
Hon. Vic L. VanderSchoor  
Hon. Robert G. Swisher  
Hon. Carrie Runge  
Hon. Cameron Mitchell

BENTON-FRANKLIN COUNTIES  
JUVENILE JUSTICE CENTER



SHARON PARADIS, Administrator  
Juvenile Court Services

SUPERIOR COURT OF THE STATE OF WASHINGTON

5606 W CANAL PLACE, SUITE 106 • KENNEWICK, WASHINGTON 99336-1388  
PHONE (509) 783-2151 • FAX (509) 736-2728

LONNA K. MALONE  
JOSEPH R. SCHNEIDER  
JERRI G. POTTS  
Court Commissioners

**FEE FOR SERVICES RENDERED CONTRACT BETWEEN  
BENTON AND FRANKLIN COUNTIES SUPERIOR COURT,  
JUVENILE DIVISION,  
AND  
THE CITY OF PASCO, WASHINGTON**

This Contract is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 and Franklin County, a political subdivision, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency located at 5606 W. Canal Place STE 106, Kennewick, WA 99336 (hereinafter collectively referred to as "Counties"), and the City of Pasco, a Washington Municipal Corporation (City) with its principal offices at 525 North Third Avenue, Pasco, Washington, 99301, (hereinafter "City").

In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

**1. DURATION OF CONTRACT**

The term of this Contract shall begin January 1, 2008, and shall expire on December 31, 2008, and will renew for successive one-year periods on January 1 of each year unless the Counties notifies the City no later than October 1 that the Counties is not renewing this Contract for the following year. The Counties shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

**2. SERVICES PROVIDED**

- A. The City requires a facility to detain 16-year-old and 17-year-old juveniles offenders ordered to detention by the City Municipal Court for traffic and other misdemeanor offenses.
- B. The Counties is authorized and willing to detain such juveniles at the Juvenile Justice Center located at 5606 W Canal Place in Kennewick, Washington.
- C. To the extent that bed space is available, the Counties shall detain 16-year-old and 17-year-old juveniles ordered to detention by the City Municipal Court. The terms and conditions of detention shall be in strict compliance with the applicable Municipal Court Order.

- D. The Counties is not required to open new or unused facilities to house City referred juveniles, nor is it required to hire additional staff, above that level of staffing in existence on the effective date hereof.
- E. The City, at its own cost, shall transport its juveniles to and from the Benton-Franklin Counties Juvenile Justice Center.

**3. CONTRACT REPRESENTATIVES**

Each party to this Contract shall have a contract representative. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

- A. For CITY: **Gary Crutchfield, City Manager**  
**City of Pasco**  
**525 N Third AVE**  
**Pasco WA 99301**  
**Phone: (509) 544-3080**
- B. For COUNTIES: **Sharon Paradis, Juvenile Court Administrator**  
**Benton-Franklin Counties Juvenile Justice Center**  
**5606 W Canal PL STE 106**  
**Kennewick WA 99336**  
**Phone: (509) 736-2724**

**4. COMPENSATION**

- A. The City shall pay \$50.00 per day, per juvenile detained in the Juvenile Detention Center.
- B. The Counties shall submit a monthly-itemized statement setting forth the number of City juveniles detained, the number of days each juvenile was detained in the center and the amount due from the City for service provided in the preceding month.
- C. The City shall pay the Counties for services rendered within thirty (30) days from the date of receipt of invoice.
- D. No payment shall be made for any work performed by the Counties, except for work identified and set forth in this Contract.

**5. AMENDMENTS AND CHANGES IN WORK**

No amendment, modification or renewal shall be made to this Contract, unless set forth in a written Contract Amendment signed by authorized representatives of both parties. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the Administrator of Benton-Franklin Juvenile Justice Center and both Benton and Franklin Counties Boards of County Commissioner's Chairperson and shall not be binding until so approved.

**6. HOLD HARMLESS AND INDEMNIFICATION**

The City shall hold harmless, indemnify and defend the Counties, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the City's acts, errors or omissions in the performance of this Contract. PROVIDED, that the City's obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the Counties, its officers, officials, employees or agents.

The County shall hold harmless, indemnify and defend the City, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the County's acts, errors or omissions in the performance of this Contract. PROVIDED, that the County's obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the City, its officers, officials, employees or agents.

**7. TERMINATION**

- A. The Counties may terminate this Contract in whole or in part whenever the Counties determine, in its sole discretion, that such termination is in the best interests of the Counties. The Counties may terminate this Contract upon giving ninety (90) days written notice by certified mail to the City.
- B. If either party herein breaches any of its obligations hereunder and fails to cure the breach within ninety (90) days of written notice to do so by the non-breaching party, the non-breaching party may terminate this Contract by providing written notice by certified mail to the breaching party.
- C. In the event this Contract is terminated by either party prior to end of a calendar month, the City shall pay the Counties on a pro-rated basis for services performed up to the termination date.

**8. ASSIGNMENT, DELEGATION AND SUBCONTRACTING**

- A. The Counties shall perform the terms of the Contract using only its bona fide employees or agents, and the obligations and duties of the Counties under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the CITY.
- B. The Counties warrants that it has not paid nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working exclusively for Counties, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

**9. NON-WAIVER OF RIGHTS**

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time.

**10. COMPLIANCE WITH LAWS**

Both parties agree to comply with all applicable federal, state and local laws, rules and regulations in performing this Contract.

**11. NONDISCRIMINATION**

Both parties agree that each party, its assignees, delegates, or subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of race, color, creed, religion, national origin, age, sex, marital status, veteran status, the presence of any disability, or based on any other protected status.

**12. DISPUTES**

Differences between the City and the Counties, arising under and by virtue of this Contract, shall be brought to the attention of the parties at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the Counties shall be decided by the Counties' Contract Representative or designee. All rulings, orders, instructions and decisions of the Counties' Contract Representative shall be final and conclusive, subject to the City's right to seek judicial relief.

**13. CHOICE OF LAW, JURISDICTION AND VENUE**

A. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

B. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton and Franklin Counties, Washington.

**14. SUCCESSORS AND ASSIGNS**

The Counties, to the extent permitted by law, and the City each bind themselves, their partners, successors, executors, administrators, and assigns to the other party to this Contract and to the partners, successors, administrators, and assigns of such other party in respect to all covenants to this Contract.

**15. SEVERABILITY**

A. If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall

not be affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

- B. If it should appear that any provision of this Contract is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

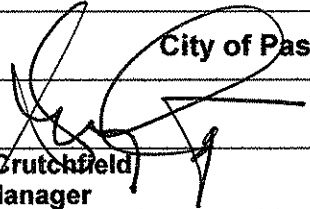
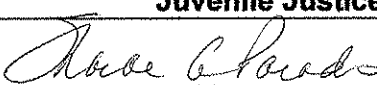
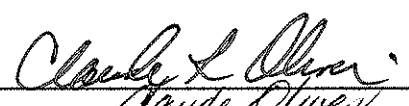
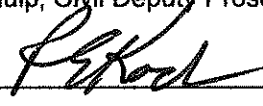
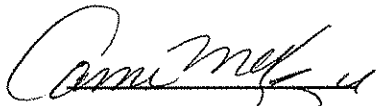
**16. ENTIRE AGREEMENT**

The parties agree that this Contract is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

**17. NOTICES**

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in the Contract Representatives Section of this Contract. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be given three days following the date of mailing or immediately, if personally served. For service by facsimile, service shall be effective at the beginning of the next working day.

The parties have caused this Contract to be signed as follows:

<b>City of Pasco</b>	<b>Benton Franklin Counties Juvenile Justice Center</b>
 <b>Gary Crutchfield</b> City Manager	 <b>Sharon A. Paradis</b> Juvenile Court Administrator
2-20-08 Date	3/5/08 Date
<b>BENTON COUNTY APPROVAL</b>	<b>FRANKLIN COUNTY APPROVAL</b>
Approved as to Form: <u>Agreed Review Performed by Franklin County</u> Sarah Villanueva, Deputy Prosecuting Attorney Date	Approved as to Form: <u>TRUP</u> 03/03/2008 Ryan Verhulp, Civil Deputy Prosecuting Attorney Date
By:  Name: <u>Claude Oliver</u> Title: <u>Chairman, Board of Commissioners</u> Date: <u>3-10-08</u>	By:  Name: _____ Title: <u>Chairman, Board of Commissioners</u> Date: <u>3/17/08</u>
Attest:	Attest:
Clerk of the Board: 	Clerk of the Board: 