

# JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. 2022 446

FRANKLIN COUNTY RESOLUTION NO. 2022 - 129

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 SPOKANE COUNTY TO PROVIDE TRAINING FOR JUVENILE JUSTICE CENTER STAFF

**WHEREAS**, David Wheeler, Interim 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 Spokane 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 Spokane County; and

**BE IT FURTHER RESOLVED**, the term of the attached Agreement commences upon execution by both parties and expires on December 31, 2025.

DATED this 12<sup>th</sup> day of July 2022  
BENTON COUNTY BOARD OF COMMISSIONERS

  
Chair of the Board

  
Chair Pro Tem

  
Member

Constituting the Board of  
County Commissioners,  
Benton County, Washington

Attest:

  
Clerk of the Board

DATED this 21 day of JUNE 2022  
FRANKLIN COUNTY BOARD OF COMMISSIONERS

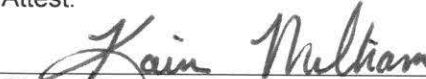
  
Chair of the Board

  
Chair Pro Tem

  
Member

Constituting the Board of  
County Commissioners,  
Franklin County, Washington

Attest:

  
Clerk of the Board

**22 - 0383 INTERLOCAL COOPERATIVE AGREEMENT  
BETWEEN BENTON COUNTY, FRANKLIN COUNTY AND SPOKANE COUNTY  
FOR JUVENILE COURT SERVICES TRAINING**

THIS AGREEMENT is made and entered into by and between Benton County (hereinafter "Benton County") with its principal offices located at 620 Market Street, Prosser, Washington, 99350, Franklin County (hereinafter "Franklin County") with its principal offices located at 1016 N 4<sup>th</sup> Ave, Pasco, Washington, 99301, by and for the Benton-Franklin Juvenile Justice Center (hereinafter "BFJJC") and Spokane County (hereinafter "Spokane County"), with its principal offices located at 1116 W Broadway Avenue, Spokane, Washington, 99260, by and for the Spokane County Juvenile Court Services Department (each individually "Party" and collectively "Parties"), pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

**ARTICLE I  
PURPOSE**

- 1.01 **PURPOSE.** From time-to-time the BFJJC is in need of training to keep up with current and best practices with Criminal Justice Training Commission in Washington State. The Spokane County Juvenile Court Services Department has offered to provide training on an as-needed basis as staffing is available. This Agreement sets forth the terms and conditions under which Spokane County Juvenile Court Services Department is to be reimbursed for its costs.

**ARTICLE II  
ADMINISTRATION AND ORGANIZATION**

- 2.01 **ADMINISTRATOR.** 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.
- 2.02 The Benton County and Franklin County representative shall be the Juvenile Court Administrator or their authorized designee.
- 2.03 The Spokane County's representative shall be the Juvenile Court Services Administrator or their authorized designee.
- 2.04 This Agreement is entered into pursuant to Chapter 39.34 RCW as an interlocal agreement between the parties. Each party shall be solely responsible for all costs, materials, supplies, and services necessary for their performance under the terms of this Agreement, except as otherwise provided herein. All property and materials secured by each party in the performance of this Agreement shall remain the sole property of that party. All funding incidental to the fulfillment of this Interlocal Agreement shall be borne by each party necessary for the fulfillment of their responsibilities under the terms of this Agreement, except as provided herein. No special budgets or funds are anticipated, nor shall be created incidental to, this

Interlocal Cooperation Agreement. It is not the intention that a separate legal entity be established to conduct the cooperative undertakings, nor is the acquisition, holding, or disposing of any real or personal property anticipated under the terms of this Agreement.

A copy of this Interlocal Agreement shall be filed with the Benton County Auditor, the Franklin County Auditor and the Spokane County Auditor, or posted on County websites, as provided by Chapter 39.34 RCW.

### **ARTICLE III DURATION AND RENEWAL OF AGREEMENT**

3.01 **DURATION AND RENEWAL**. This Agreement shall be effective when executed by both parties' authorized representatives and shall continue until December 31, 2025, unless terminated in writing by either party, consistent with the termination provisions of this Agreement.

3.02 **SCOPE OF WORK**. Spokane County shall provide the services of Tony Johnson, Master Instructor certified through the Washington State Criminal Justice Training Commission, to provide training to BFJJC Staff on control tactics based on the following learning objectives:

3.02.1 Understand and be able to articulate RCW 9A.16.010, the UOF equation, Alpha vs Beta Commands, and how the above relate to written reports

3.02.2 Understand and demonstrate the following approved and adopted control tactics:

- Escort: Shoulder turn; corkscrew to arm-drag
- Gooseneck concepts and variations
- Compliant cuffing- from straight wrist twist lock (SWTL)
- Combative cuffing
- Straight arm bar takedown and variations
- Figure 4 takedown
- Palm touch takedown – uncuffed and cuffed
- Team restraint tactics
- Tactical application of OC spray
- Cell extraction – 3/4-person team: wedge formation
- Fight intervention – escort to holding cell to takedown

### **ARTICLE IV COMPENSATION**

- 4.01 Each party is responsible for all cost, materials, and services necessary to perform their portion of the above scope of work, except as provided herein.
- 4.02 In the event one party performs all or a portion of the other party's responsibility, with prior written approval or notification, the requesting party shall reimburse the other party. Either party shall submit an invoice of the costs to the other or within thirty (30) days thereafter the other party shall pay the amount of said invoice.
- 4.03 In consideration of those services provided under this agreement, BFJJC shall reimburse Spokane County for Tony Johnson's hourly compensation during the period of his services to BFJJC pursuant to this agreement. BFJJC shall also pay for Tony Johnson's lodging, meals, and mileage pursuant to Washington State per diem rate at the time of travel. BFJJC shall pay said reimbursement amount within 21 days of submission of an invoice by Spokane County to the BFJJC.
- 4.04 Prior to any training event pursuant to this agreement, the parties shall execute a written agreement signed solely by the BFJJC Juvenile Court Administrator or designee, and the Spokane County Juvenile Court Services Administrator or designee, pre-authorizing each training event and compensation therefor.

#### **ARTICLE V PERFORMANCE OF AGREEMENT**

- 5.01 **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, including, without limitation, all those pertaining to wages and hours, confidentiality, disabilities, and discrimination.
- 5.02 **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 subjected to inspection, review, and audit by either party or its designee, and the Washington State Auditor's Office. Each party shall retain all such books, records, documents, and other materials for the applicable retention period under federal and Washington law.
- 5.03 **ON-SITE INSPECTIONS.** Either party or its designee may evaluate the performance of this Agreement through on-site inspection to determine whether performance is in compliance with the standards set forth in this Agreement, and in compliance with federal, state, and local laws, rules, regulations, and ordinances.
- 5.04 **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.
- 5.05 **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. Each party agrees, warrants, and represents that no gratuity whatsoever has been or will be offered or conferred with a view towards obtaining, maintaining, or extending this Agreement.

- 5.06 **CONFLICT OF INTEREST**. The elected and appointed officials and employees of the parties shall not have any personal interest, direct or indirect, which gives rise to a conflict of interest.
- 5.07 **ASSIGNMENT AND SUBCONTRACTING**. No portion of this Agreement may be assigned or subcontracted to any other individual, firm, or entity without the express and prior written approval of both parties' authorized representatives.
- 5.08 **NOTICE**. Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, notice to Spokane County shall be to:

Spokane County Juvenile Court Services Department, Juvenile Court Services Administrator, 902 N. Adams St, Spokane, WA 99260.

Notice to the Benton-Franklin Juvenile Justice Center, for all purposes under this Agreement, shall be to:

Juvenile Court Administrator, 5606 W Canal Drive, Suite 106, Kennewick, Washington, 99336.

**ARTICLE VI  
INDEMNIFICATION**

- 6.01 **INDEMNIFICATION.** Benton and Franklin Counties shall defend, indemnify and hold Spokane County, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the intentional or negligent acts, errors or omissions of Benton and Franklin Counties occurring (a) in performance of services reasonably related to this Agreement and (b) either at the request of or under the direction and control of Benton or Franklin Counties, their agents or employees, except for injuries and damages caused by the negligence of Spokane County, its officers, officials, employees and volunteers other than Tony Johnson. Benton and Franklin Counties agree to defend, indemnify, and hold Spokane County, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses, or suits, arising out of the services provided by Tony Johnson under the direction and control of Benton or Franklin Counties described in Article III above.

Spokane County shall defend, indemnify and hold Benton and Franklin Counties, their officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the intentional or negligent acts, errors or omissions of Spokane County occurring (a) in performance of services reasonably related to this Agreement and (b) either at the request of or under the direction and control of Spokane County, its agents or employees, except as provided above.

Each party waives, with respect to the other party only, its immunity under RCW Title 51, Industrial Insurance and only as necessary to make this indemnity provision enforceable with respect to claims relating to the death or injury of the parties' employees acting within the scope of this agreement.

The above indemnification provisions shall survive termination of this agreement.

**ARTICLE VII  
DISPUTES**

- 7.01 **TIME.** Time is of the essence for this Agreement.
- 7.02 **GOVERNING LAW AND VENUE.** This agreement shall be construed as having been made and delivered with the State of Washington, and the laws of the State of Washington shall be applicable to its construction and enforcement. Any action at law, suit in equity, or judicial proceeding for the enforcement of this agreement or any provision hereto shall be instituted only in a court of competent jurisdiction in Spokane County, Washington.

In the event of a dispute regarding the enforcement, breach, or interpretation of this Agreement, the County Administrators of Benton County, Franklin County, and

Spokane County shall first meet in a good faith attempt to resolve such dispute. In the event they are unable to resolve such dispute, either individually or with the assistance of a mediator, the dispute shall be resolved by arbitration pursuant to RCW 7.04A; with venue being placed in Spokane County, Washington; with all parties waiving the right of a jury trial upon *de novo* appeal, if any; and the substantially prevailing party being awarded its attorney fees and costs as additional award and judgment against the other.

#### ARTICLE VIII TERMINATION

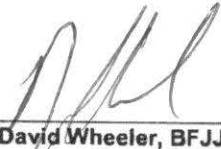
- 8.01 **TERMINATION.** Any party hereto may terminate this Agreement upon thirty (30) day notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph. If 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.

#### ARTICLE IX GENERAL PROVISIONS

- 9.01 **CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS.** The Agreement may be changed, modified, amended, or waived only by written agreement signed by the parties' authorized representatives and adopted by resolution of each party's legislative authority. Any 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. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.
- 9.02 **ASSIGNMENT.** Neither party may assign its rights or delegate its duties under this Agreement, whether by assignment, subcontract, or other means. Any such attempted assignment or delegation shall be void and shall constitute a material breach of this Agreement.
- 9.03 **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.
- 9.04 **ENTIRE AGREEMENT.** This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference will be 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.
- 9.05 **FILING.** This Agreement shall be filed pursuant to RCW 39.34.040.


9.06 **HEADINGS**. The article headings contained in this agreement are inserted solely as a matter of convenience and for reference and in no way do they define, limit, or describe the scope or intent of the provisions of this agreement

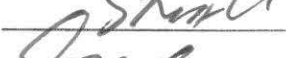

NAMES AND TITLES OF AUTHORIZED OFFICER (PERSON WITH LEGAL AUTHORITY: COUNTY COMMISSIONERS' CHAIR OF THE BOARD, MAYOR, CITY/TOWN MANAGER, AGENCY DIRECTOR)

 6/9/2022  
David Wheeler, BFJC Interim Juvenile Court Administrator Date

 6-6-22  
Tori Peterson, Spokane County Juvenile Court Services Director Date

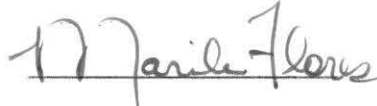
**BENTON COUNTY APPROVAL**  
Approved as to Form:

 060722  
Stephen Hallstrom, Date  
Deputy Prosecuting Attorney


By:   
Name:   
Title: Chair, Board of Commissioners  
Date: 7-12-22


Attest:

Clerk of the Board:



**FRANKLIN COUNTY APPROVAL**  
Approved as to Form:

  
Civil Deputy Prosecuting Attorney Date

By:   
Name: Clint Didier  
Title: Chair, Board of Commissioners  
Date: 6-21-22

Attest:

Clerk of the Board: 

EXECUTED by the Board of County Commissioners of Spokane County, Washington  
this 31<sup>st</sup> day of May, 2022.



ATTEST:

*Ginna Vasquez*  
Ginna Vasquez, Clerk of the Board  
**22-0383**

*Mary L. Kuney*  
MARY L. KUNEY, Chair

*Al French*  
AL FRENCH, Vice-Chair

*Josh Kerns*  
JOSH KERNS, Commissioner