



WHATCOM COUNTY CONTRACT INFORMATION SHEET (CIS)

Whatcom Co. Contract #:

Originating Department:
Division:
Program:
Contract or Grant Administrator:
Contractor's / Agency Name:
Title of Agreement (optional):

Type of Contract:	
If amendment or renewal, original contract #:	
Is this is a grant agreement?	
If so, grantor agency contract #s:	ALN:
<i>Note: Complete ALN field if contract involves direct federal grants/cooperative agreements or pass-through federal funds.</i>	
Is this contract grant-funded?	If yes, Whatcom County grant contract number(s):
If this contract the result of an RFP?	If yes, RFP number(s):
Is this contract the result of a Bid Process?	If yes, Bid Number(s):
Does this contract involve federal reimbursement? (i.e. fed grant, cooperative agreement, pass-through fed funds, etc.)	
Procurement method:	
Council review:	

Fund(s):	Contract Amount (sum of original contract amount and any prior amendments): \$
Cost Center(s):	This Amendment Amount: \$
Object Account(s):	Total Cumulative Amount: \$

Contract term ends:

Key words/summary (optional):

Contract routing (please initial & date):

Prepared by: _____

Contractor signed: _____

Contractor review: _____

Executive review: _____

Attorney signoff: _____

Council approval, if necessary: _____

AS Finance review: _____

AB#: _____

IT review (if related): _____

Executive signed: _____

INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN

Skagit County
AND
Whatcom County

THIS AGREEMENT is made and entered into by and between Skagit County and Whatcom County in the state of Washington pursuant to the authority granted by Chapter 39.34 of the Revised Code of Washington (RCW), the Interlocal Cooperation Act.

1. PURPOSE:

The purpose of this collaborative agreement is to provide secure custody and confinement of juvenile offenders under the jurisdiction of Whatcom County Juvenile Court through the use of Skagit County Juvenile Detention, its facilities, personnel and programs. This is a reciprocal agreement wherein Whatcom County Juvenile Court shall also provide secure custody and confinement of juvenile offenders under the jurisdiction of Skagit 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 at the discretion of the Juvenile Court Administrator or their designee for the receiving court and in accordance with this agreement.

2. DEFINITIONS:

For purposes of this agreement, the following definitions apply:

"Detention" means a facility operated by the county 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.

"Receiving County" means the County who would be housing youth from another jurisdiction. For example, Whatcom County is the Receiving County when Skagit County Youth are held in Whatcom County Juvenile Detention.

"Sending County" means the County who is requesting another jurisdiction provide detention services for their youth. For example, Skagit County is the Sending County when Skagit County Youth are held in Whatcom County Juvenile Detention.

3. RESPONSIBILITIES:

A. The Availability of Juvenile Detention Facilities: The Receiving County agrees to furnish its facilities and personnel for the confinement of the Sending County juvenile offenders in the same manner and to the same extent as Receiving County furnishes said services for confinement of its own juveniles. The Receiving County Juvenile Detention facility shall be made available and furnished for holding of Sending County juvenile offenders held upon arrest, awaiting trial, and serving imposed detention terms. Housing of Sending County juvenile offenders shall be at the discretion of the of the Receiving County Juvenile Court Administrator or designee.

B. Transportation: The Sending County shall be responsible for all transportation of all its juvenile offenders to and from Receiving County Juvenile Detention for initial intake, to any and all appointments, and to an appropriate community location upon final release.

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

D. Transfer of Custody: Sending County personnel placing juveniles in custody of Receiving 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 Sending County officer and (2) audibly states that the juvenile is secured and at such time and only then, will Receiving County come into custody of said juvenile; provided that, the provisions for emergency situations shall be established by uniform Receiving County administrative regulations.

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

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

E. Record Keeping: Receiving County agrees to maintain a system of record keeping relative to the intake and confinement of each Sending County juvenile offender in such style and manner as equivalent to Receiving County's records, pertaining to its own juveniles. Receiving County shall make available, upon request, to Sending County or its authorized representatives, copies of said records. Upon disposition of the case, Sending County agrees to timely report the disposition of such cases to

Receiving County Juvenile Detention in order to facilitate the maintenance of up-to-date criminal disposition records.

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

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

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

I. Detention Rules and Regulations: At the time that the custody of a Sending County juvenile offender is transferred to Receiving County, the Sending County juvenile offender shall be subject to all applicable rules, regulations and standards governing operation of Receiving County Juvenile Detention.

4. **TERM OF AGREEMENT**: The term of this agreement shall be from July 1, 2026 through December 31, 2029. 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, Sending County agrees to pay Receiving County, a daily fee for the housing of juvenile offenders while in Receiving County Juvenile Detention at the same daily bed rate as established for Receiving County in the Juvenile Detention Services contract with Department of Children, Youth and Families Juvenile Rehabilitation. 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 a Sending County juvenile offender is in the custody of Receiving County Juvenile Detention, Sending 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 Receiving 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 Sending County. Should outside medical, dental or psychiatric care be required by Sending County juvenile offender while in the custody of Receiving County Juvenile Detention, Sending County agrees to assume all additional costs associated with transporting and guarding said juvenile offender outside of the facility. Sending County authorizes Receiving 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, Sending County agrees to transport said juvenile offender for the receipt of that care.

C. Method and Time of Payment: Payments by Skagit 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

Payments by Whatcom County for services rendered under the terms of this agreement shall be made payable to Skagit County within thirty (30) days from receipt of an itemized invoice:

Skagit County Juvenile Court
Attention: Michael Johnson, Administrator
611 South 3rd Street
Mt. Vernon, WA 98273

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

Skagit County's representative:

Michael Johnson
Administrator for Skagit County Juvenile Court
611 South 3rd Street
Mt. Vernon, WA 98273
E-mail: mikej@co.whatcom.wa.us
Phone: 360-416-1230

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. **INDEMNIFICATION:** Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law, and further agrees to save, indemnify, defend, and hold the other party harmless from any such liability. It is further provided that no liability shall attach to the County by reason of entering into this contract except as expressly provided herein.
9. **TERMINATION:** Any party hereto may terminate this Agreement upon thirty (30) days 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. **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.
12. **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.
13. **OTHER PROVISIONS:** None

See attached signature page for
Skagit County Authorization

_____ <i>Signature</i>	_____ <i>Date</i>	_____ <i>Signature</i>	_____ <i>Date</i>
_____ <i>Name</i>		_____ <i>Name</i>	
_____ <i>Title</i>		_____ <i>Title</i>	

DATED this 13 day of July, 2026.

**BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON**

Ron Wesen

Chair

Commissioner

Commissioner


Commissioner

Commissioner

Attest:

Amber Agard
Clerk of the Board

Clerk of the Board

Recommended:

Recommended:



Department Head

Department Head ☐

County Administrator

Approved as to form:

M. Allen
Civil Deputy Prosecuting Attorney

Civil Deputy Prosecuting Attorney

Jim Holt

Risk Manager

Approved as to budget:

Lisha Gagne

Budget & Finance Director