

**Jefferson County
Board of County Commissioners**

Agenda Request

To: Board of County Commissioners
From: Barbara Carr, Juvenile Court Administrator
Date: Week of ^{AUG} July 13, 2012
Subject: Interlocal Agreement between Kitsap County
And Jefferson County – Detention Facilities

Statement of Issue:

Kitsap County provides secure detention services for Jefferson County Juvenile and Family Court Services. This Interlocal Agreement for 2012 through December 2013 is inclusive of the arrangement around the transportation for juveniles by Kitsap County Detention staff.

Analysis:

We are extremely happy with the services/arrangements we have around detaining Jefferson County youth in the Kitsap Youth Center. A closer investigation around detention services took place in 2010 and resulted in our continuing relationship with the Kitsap County Juvenile Court and added the important benefit of transport.

Alternatives:

Not enter into this Agreement. Kitsap would refuse to serve detention youth from Jefferson County.

Fiscal Impact:

The expenditures related to this relationship with Kitsap County are already included in the 2012 budget of the Juvenile and Family Court.

Recommendation:

That the BOCC sign the 4 original Interlocal Agreements as presented. I will then send them to Kitsap County for signature.

Reviewed by:


Philip Morley, County Administrator

**INTERLOCAL AGREEMENT
BETWEEN
KITSAP COUNTY AND JEFFERSON COUNTY
PROVISION OF JUVENILE DETENTION FACILITIES**

Whereas, Kitsap County has and maintains a juvenile detention facility at the Kitsap County Youth Services Center pursuant to RCW 13, et. seq;

Whereas, Jefferson County does not possess sufficient facilities to lodge youth under the age of eighteen 18 who are alleged or adjudicated juvenile offenders, BECCA contempt, or Dependency contempt youth pursuant to the laws of the State of Washington;

Whereas, it will benefit both Kitsap County and Jefferson County by limiting costs associated with the detention of Jefferson County youth and helping Kitsap County to obtain revenue from beds that might otherwise sit empty;

Whereas, Kitsap County is a political subdivision of the State of Washington and Jefferson County is also a political subdivision of the State of Washington;

Now, therefore, in accordance with the Inter-local Cooperation Act (RCW 39.34), the counties of Kitsap and Jefferson enter into this agreement. The parties agree as follows:

I. GENERAL CONDITIONS

- A. Effective Date of Agreement. The effective date of this agreement shall be upon execution of this agreement by the parties.
- B. Length of Term. The term of this agreement is two years, commencing upon the execution of this agreement, and terminating on December 31, 2013 unless cancelled by either party or modified by mutual agreement of the parties.
- C. Termination. This agreement may be terminated by either party upon thirty (30) days written notice to the other party.
- D. Completed Expression of Agreement and Modification. The parties agree that this agreement is the completed expression of the terms hereto, and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this agreement shall be in writing and signed by both parties.

- E. Contractor Administrator. This agreement shall be administered for Kitsap County by William G. Truemper, Jr., Detention Manager for the Kitsap County Juvenile Department, Kitsap County Youth Service Center, 1338 SW Old Clifton Road, Port Orchard, Washington, 98366 and by Barbara Carr, Director of Juvenile Services for Jefferson County, PO BOX 1220, Port Townsend, Washington 98368.

II. SPECIFIC TERMS AND CONDITIONS:

- A. Detention. Kitsap County will provide secure custody/detention for juveniles detained pursuant to RCW 13, et.seq., in accordance with the rules, policies, and procedures governing the detention of juveniles.
- B. Admission
- (1) Youths who are not alleged or adjudicated offenders, CHIN's contempts, ARY's contempts, or Dependency contempts, shall not be referred for custody.
 - (2) Jefferson County shall certify, by the act of presenting a youth for detention, that the youth is legally detainable. Kitsap County shall bear no responsibility to screen referrals against Kitsap County specific detention criteria, a true copy of which is attached hereto and incorporated herein as Exhibit A, and legal standards for detention. Jefferson County shall defend and hold Kitsap County harmless for any legal action resulting from the detention of a youth wrongfully presented by Jefferson County for detention and shall pay any judgment assessed against Kitsap County for wrongly detaining a Jefferson County youth.
 - (3) Prior to presenting a youth for detention, Jefferson County shall contact the detention center and obtain verification that Kitsap County will accept the youth for detention. All pertinent court orders concerning a youth being presented for detention shall be provided to the detention staff at the time the youth is presented for detention. All known psycho-social history shall be conveyed in writing to Detention Facility personnel.
 - (4) Any youth who is unconscious, intoxicated due to alcohol or drugs, or gravely disabled will not be accepted into detention.
 - (5) Any youth with significant injuries, or who reports that he or she is currently experiencing significant medical problems, may be accepted in detention only when approved fit for detention by a medical doctor or emergency room medical staff.
 - (6) Kitsap County will provide five (5) guaranteed beds to Jefferson County. Of the five (5) guaranteed beds, Jefferson County will reimburse Kitsap County for two (2) beds per day, whether occupied or not by Jefferson County youth. Jefferson County will additionally reimburse Kitsap County for the third (3rd), fourth (4th) and fifth (5th) guaranteed beds, if occupied by a Jefferson

County youth. Regarding those non-guaranteed beds, Kitsap County reserves the right to release a Jefferson County youth should overcrowding at the detention facility necessitate such a release. Jefferson County will make arrangements for pick-up of such youth.

- (7) Should a youth be rejected for admission or released from detention, Jefferson County shall arrange within six (6) hours of the time when the youth was rejected or released, to pick up the youth. The parties will take all reasonable steps to insure that the pick-up is completed within six (6) hours but it shall not be a breach of this agreement if the pick-up is not completed within that six (6) hour time frame.
- (8) Jefferson County shall, to the fullest extent practicable, provide all information regarding its detainees as is routinely required by the detention facility. Such information shall include any known accommodation requirements for detainees pursuant to the Americans with Disabilities Act and the information identified on the detention facilities' Intake Assessment Record, a true copy of which is attached hereto and incorporated herein by the reference.

III. TRANSPORTATION:

- A. Jefferson County shall assume the financial responsibility for costs necessary to secure emergent medical evaluations and/or treatment, or transportation to support the reasonable necessary operational needs of the Department.
- B. Cost for transportation performed by Kitsap County staff under the circumstances described in Section IIIA above shall be the Internal Revenue Service mileage rate in effect at the time of the service performed and \$28.00 per hour.
- C. Jefferson County will be providing transportation for detainees upon release from custody for any reason.
- D. Kitsap County will provide transportation of detainees to and from court in Jefferson County and after arrest per the mutually agreed upon protocol for the transport of youth after arrest and for court hearings.
- E. Cost for transportation performed by Kitsap County staff under the circumstances described in Section IIID above shall be the Internal Revenue Service mileage rate in effect at the time the service is performed.
- F. Jefferson County shall arrange to pick up the detainee within six (6) hours of notification of the release date and time from the detention center. The parties will take all reasonable steps to insure that the pick-up is completed within six (6) hours of the release date and time but it shall not be a breach of this agreement if the pick-up is not completed within that six (6) hour time frame.

- G. A detainee serving a sentence or commitment will not be held beyond his/her sentence or commitment expiration date and time.

IV. MEDICAL TREATMENT

- A. KITSAP COUNTY shall provide to Jefferson County detainees at no additional charge those routine medical services that are provided to other detainees for which the health care provider does not render a separate billing for providing care to a specific individual.
- B. Jefferson County shall reimburse Kitsap County for dental services, prescription drugs, and for medical services for which a health care provider renders a separate billing for providing care to a specific Jefferson County detainee.
- C. Detention orders shall include language giving consent to emergency medical treatment to the Detention Manager of Kitsap County Youth Services Center.
- D. In the event that a Jefferson County detainee is hospitalized, Kitsap County will immediately contact Jefferson County Juvenile Department. Jefferson County will determine and notify Kitsap County whether it requires custodial security during the period of hospitalization. If custodial security is required, Jefferson County will be responsible for the cost of the custodial security provided.

V. FEES:

- A. The basic fee for detention/custody shall be One Hundred Dollars (\$100.00) per day, per detained youth.
- B. A billable custody day shall be defined as all or any part of any calendar day.
- C. Transport costs shall be reimbursed at the Internal Revenue Service mileage rate in effect at the time the service is performed.

VI. BILLINGS:

- A. Kitsap County shall bill Jefferson County for detention costs on a monthly basis, or at a time convenient to the financial management of Kitsap County.
- B. Bills for mileage related to transport shall be billed on a monthly basis and on a bill separate from regular detention costs.
- C. Jefferson County shall pay all billings in a timely manner, not to exceed thirty (30) days from the date of billing.

VII. INSURANCE/HOLD HARMLESS:

- A. Jefferson County is a member of the Washington Counties Risk Pool, which provides joint self-insurance liability for its member Counties. In fulfilling its obligation to maintain insurance coverage under this agreement, Jefferson County shall give Kitsap County written notice thirty (30) days prior to any modification of its full participation as a member County in the Washington Counties Risk Pool.
- B. Kitsap County is self-insured with respect to potential actions, claims or lawsuits brought against it by third-parties for loss, cost, injury, damage and/or expense arising from the allegedly negligent acts or omissions of Kitsap County, its appointed and elected officials, employees or agents during the performance of its obligations pursuant to his agreement. Kitsap County acknowledges that with respect to commercial general liability insurance and premises liability insurance it is self-insured so as to provide coverage caps in an amount that is not less than two million dollars per occurrence, five million dollars aggregate.
- C. Jefferson County agrees to defend, indemnify, and hold harmless Kitsap County, its appointed and elected officials, employees or agents from and against all liability, loss, cost, damage, and expense, including costs of attorneys fees in defense thereof because of actions, claims or lawsuits, alleging damages sustained by any person or property including death at any time resulting therefrom, arising from, or alleged to have arisen from Jefferson County's performance of (or its alleged failure to perform) its obligations under this agreement, Jefferson County's negligent act or omissions related to this agreement or as a consequence of any wrongful or negligent act or omission by a Jefferson County detainee.
- D. Further, Jefferson County hereby waives on its behalf any claims and demands against Kitsap County and agrees to hold Kitsap County free and harmless from all liability for costs of other person(s) from such loss, damage or injury, caused by or arising from any act or omission of Jefferson County, or any of its agents, employees, or elected officials, together with all costs, judgments, reasonable attorneys fees and expenses arising therefrom.
- E. Kitsap County agrees to defend, indemnify, and hold harmless Jefferson County, its appointed and elected officials, employees or agents from and against all liability, loss, cost, damage, and expense, including costs of attorneys fees in defense thereof because of actions, claims or lawsuits, alleging damages sustained by any person or property including death at any time resulting therefrom, arising from, or alleged to have arisen from Kitsap County's performance of (or its alleged failure to perform) its obligations under this agreement, Kitsap County's negligent act or omissions related to this agreement or as a consequence of any wrongful or negligent act or omission by Kitsap County.
- F. Further, Kitsap County hereby waives on its behalf any claims and demands against Jefferson County and agrees to hold Jefferson County free and harmless from all liability for costs of other person(s) from such

loss, damage or injury, caused by or arising from any act or omission of Kitsap County, or any of its agents, employees, or elected officials, together with all costs, judgments, reasonable attorneys fees and expenses arising therefrom.

VIII. LEGAL REPRESENTATION OF DETAINEE:

Jefferson County shall be responsible for responding to detainees' request for legal assistance or legal representation. If a Jefferson County detainee makes a request for legal assistance or representation to a Kitsap County detention officer, or elected or appointed official while detained in the Kitsap County facility, Kitsap County shall be responsible for notifying Jefferson County as soon as practicable.

IX. APPLICATION OF DETENTION RULES:

Kitsap County Detention Rules and Practices shall be applicable, except in cases of conflict with this agreement. In the event of such conflict, this agreement will control.

X. RELEASE FROM DETENTION:

- A. Any Jefferson County detainee shall be released, upon demand, to any Jefferson County law enforcement officer or officer of the Jefferson County Juvenile Court.
- B. Any Jefferson County detainee shall be released upon written direction or verified verbal direction of the Jefferson County Juvenile Court or officer thereof.

XI. NON-DETENTION CUSTODY SERVICES:

Non-detention custody services shall not be affected by this agreement. Court services, probation services, or the like, shall continue to be the responsibility of Jefferson County and are not subject to this agreement.

XII. FILING:

The parties will file this agreement with their respective County Auditors Office and with the Secretary of the State of Washington pursuant to Chapter 39.34 RCW.

In witness thereof, the parties hereto have approved and executed this agreement, this
_____ day of _____ 2012.

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS
JEFFERSON COUNTY, WASHINGTON

PHIL JOHNSON, COMMISSIONER

JOHN AUSTIN, COMMISSIONER

DAVID SULLIVAN, COMMISSIONER

Attest:

Raina Randall, Deputy Clerk of the Board

Approved as to form only:

David Alamy 7/30/2012

Jefferson County Prosecutor's Office

In witness thereof, the parties hereto have approved and executed this agreement, this
___ day of _____, 2012.

**KITSAP COUNTY BOARD OF COMMISSIONERS
KITSAP COUNTY, WASHINGTON**

ROBERT GELDER, Chair

JOSH BROWN, Commissioner

CHARLOTTE GARRIDO, Commissioner

ATTEST:

Dana Daniels, Clerk of the Board