

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA REQUEST

To: Board of County Commissioners

From: Shannon Burns, Juvenile Court Administrator

Agenda Date: January 21, 2025

**Subject: Interlocal Agreement between Clallam County and Jefferson
County for secure detention facility.**

STATEMENT OF ISSUE:

Agreement for secure detention beds for Jefferson County youth ordered under the jurisdiction of Superior Court. These are beds as needed and will be accessed only in special circumstances, such as the Hood Canal Bridge closure.

ANALYSIS:

This Agreement reflects our intent to use detention beds in Clallam Juvenile Detention Center on an as needed basis at a bed rate of \$234 per day.

ALTERNATIVES:

N/A

FISCAL IMPACT:

Included in my 2025 budget there is an estimated amount for detention costs.

RECOMMENDATION:

That the Board approve the agreement and sign 3 originals.

Approved by: _____

Mark McCauley, County Administrator

Date

1/17/25

CONTRACT REVIEW FORM

(INSTRUCTIONS ARE ON THE NEXT PAGE)

Clear Form

CONTRACT WITH: Clallam County

Contract No: CC-851.24.010

Contract For: Juvenile Detention Facility

Term: 12-1-2024 to 11-30-2025

COUNTY DEPARTMENT: Juvenile and Family Court Services

Contact Person: Shannon Burns

Contact Phone: (360)385-9190

Contact email: sburns@co.jefferson.wa.us

AMOUNT: As Needed: \$234 a day per bed for secure detention

Revenue: _____

Expenditure: Up to 55,000 included in budget

Matching Funds Required: _____

Sources(s) of Matching Funds _____

Fund # _____

Munis Org/Obj _____

PROCESS:

- ☐ Exempt from Bid Process
- ☐ Cooperative Purchase
- ☐ Competitive Sealed Bid
- ☐ Small Works Roster
- ☐ Vendor List Bid
- ☐ RFP or RFQ
- ☐ Other: _____

APPROVAL STEPS:

STEP 1: DEPARTMENT CERTIFIES COMPLIANCE WITH JCC 3.55.080 AND CHAPTER 42.23 RCW.

CERTIFIED: ☒ N/A: ☐ Shannon S. Burns 1/7/2025
Signature Date

STEP 2: DEPARTMENT CERTIFIES THE PERSON PROPOSED FOR CONTRACTING WITH THE COUNTY (CONTRACTOR) HAS NOT BEEN DEBARRED BY ANY FEDERAL, STATE, OR LOCAL AGENCY.

CERTIFIED: ☒ N/A: ☐ Shannon S. Burns 1/7/2025
Signature Date

STEP 3: RISK MANAGEMENT REVIEW (will be added electronically through Laserfiche):

Electronically approved by Risk Management on 1/15/2025.

STEP 4: PROSECUTING ATTORNEY REVIEW (will be added electronically through Laserfiche):

Electronically approved as to form by PAO on 1/9/2025.
ILA with Clallam County. Primary contract with Kitsap County.

STEP 5: DEPARTMENT MAKES REVISIONS & RESUBMITS TO RISK MANAGEMENT AND PROSECUTING ATTORNEY(IF REQUIRED).

STEP 6: CONTRACTOR SIGNS

STEP 7: SUBMIT TO BOCC FOR APPROVAL

2e
DEC 31 2024

Contract Number: 851.24.010

INTERLOCAL AGREEMENT FOR USE OF CLALLAM COUNTY JUVENILE CORRECTION FACILITIES

THIS AGREEMENT is made and entered into by and between the **COUNTY OF CLALLAM**, a political subdivision of the State of Washington (hereinafter "CLALLAM"), and the **COUNTY OF JEFFERSON**, a political subdivision of the State of Washington (hereinafter "JEFFERSON") pursuant to the provisions of RCW 39.34, Washington's Interlocal Cooperation Act.

1. Purpose: The purpose of this agreement is to memorialize the terms and conditions under which CLALLAM will provide juvenile offender confinement services to JEFFERSON.
2. Definition of Juvenile Offenders from JEFFERSON: The phrase "Juvenile Offender from JEFFERSON" as used in this Agreement shall mean a child under the age of eighteen (18) and over the age of twelve (12) arrested by law enforcement on behalf of JEFFERSON, and held and confined in the Juvenile Corrections Facility pursuant to the violation of a State or Federal law which designates the crime for the person is held to be a misdemeanor, gross misdemeanor, or felony.
3. The Availability of Juvenile Detention Facilities: CLALLAM agrees to furnish its facilities and personnel for the confinement of juvenile offenders from JEFFERSON in the same manner and to the same extent as CLALLAM furnishes said services for the confinement of its own juveniles. CLALLAM Juvenile Correction Facilities shall be made available and furnished for juvenile offenders from JEFFERSON held upon arrest, awaiting trial, and serving imposed detention terms. When detention is at maximum capacity, housing of juvenile offenders from JEFFERSON shall be at the discretion of the Director of Juvenile Services for CLALLAM or a designee.
4. Juvenile Detention Daily Fee: JEFFERSON agrees to pay CLALLAM a daily fee for the housing of juveniles while in detention at a rate of \$234.00 per day per juvenile. 10% indirect rate is included in the daily fee. The day shall begin at time of admission and be calculated on 24hour intervals until final discharge. There shall be no pro-rating for partial days.
5. Medical/Mental Health/Substance Use Disorder and/or Other Health Care Expenses: During the time and while a person is a juvenile offender from JEFFERSON, JEFFERSON shall be responsible for all necessary medical, dental, mental health, substance use disorder and or other health related expenses incurred by or on behalf of the juvenile offender. JEFFERSON agrees to pay CLALLAM a flat rate of \$100.00 per day per juvenile for additional court-ordered mental health and substance use disorder services. An indirect rate of 7.65% will be applied to all invoices. If, in the judgment of the Director or a designee, needed health care cannot be provided except outside of the Clallam County Juvenile Corrections Facility, then costs and charges associated with said outside health care shall be borne by JEFFERSON including all additional costs associated with guarding the juvenile offender outside of the CLALLAM Juvenile Corrections Facility. JEFFERSON authorizes the Director or a designee to solicit such health care for the juvenile offender. If such services are necessary before admission to the Juvenile Corrections Facility can occur, then JEFFERSON agrees to transport said juvenile offender for the receipt of such care.
6. Method and Time of Payment of Fee: Amounts due under the terms of this Agreement shall be due and payable within thirty (30) days for and after receipt of an itemized invoice. CLALLAM agrees to bill monthly for all sums.
7. Financing: JEFFERSON agrees to maintain a budget sufficient to cover any and all expenditures required under this agreement. JEFFERSON further agrees to provide CLALLAM with thirty (30) days advance written notice in the event that funding for this agreement becomes unavailable.

8. Transportation: JEFFERSON shall be responsible for transportation, including applicable fees, of all its juvenile offenders to the Juvenile Corrections Facility for initial intake, to and from appointments as necessary, and upon final release. Transportation of juvenile detainees to and from the William Fairchild International Airport shall be provided by CLALLAM. Transportation shall be provided in the same manner as would be for a detainee under the jurisdiction of CLALLAM County Juvenile Department.
9. Copy of Arrest Warrant or Citation: JEFFERSON law enforcement officers placing criminally charged juveniles in the Juvenile Corrections Facility shall, in every instance, furnish an arrest warrant or a copy of the citation to the Corrections Officer on duty at the time.
10. Transfer of Custody: JEFFERSON law enforcement officers placing arrested juveniles in custody 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 the Corrections Officer receives the completed authorization for confinement form from the JEFFERSON officer and audibly states that the juvenile is secured and at such time, and only then, will CLALLAM come into custody of the juvenile; provided provision for emergency situations shall be established by uniform CLALLAM administrative regulations.

When custody of a juvenile offender from JEFFERSON is transferred to CLALLAM, the juvenile offender shall be subject to all applicable rules, regulations, and standards governing operation of the Juvenile Corrections Facility, including any emergency security rules imposed by the Director or a designee. Any JEFFERSON law enforcement officer delivering a juvenile offender to the Juvenile Corrections Facility shall comply with all rules and regulations of CLALLAM.

When a juvenile offender from JEFFERSON is released to JEFFERSON law enforcement personnel pursuant to paragraphs 14(a), (b), (c), or (e), or is released to JEFFERSON law enforcement for any other reason, custody of said juvenile offender shall revert to JEFFERSON until such time as the juvenile is returned to the Juvenile Corrections Facility and a Corrections Officer audibly states that the juvenile offender is again in CLALLAM'S custody.

11. Record Keeping: CLALLAM agrees to maintain a system of record keeping relative to the intake and confinement of each juvenile offender from JEFFERSON in such style and manner as equivalent to CLALLAM'S records pertaining to its own juveniles. CLALLAM shall make available, upon request, to JEFFERSON or its authorized representatives, copies of said record. Upon disposition of the JEFFERSON County case, JEFFERSON agrees to timely report the disposition of such case to the Juvenile Corrections Facility in order to facilitate the maintenance of up-to-date criminal disposition records.
12. Assignment: No party may assign their rights or obligations under this Agreement without the approval of the other party.
- 13.
14. Recording: This Agreement shall be recorded with the Clallam County Auditor.
15. Posting of Bail: CLALLAM agrees to act as agent for JEFFERSON in the receipt of bail posted pertaining to juvenile offenders from JEFFERSON. During normal working hours, CLALLAM agrees to diligently and timely deliver or hand over said bail bonds or monies to JEFFERSON; provided that, bail bonds or monies received by CLALLAM during other than normal working hours shall be delivered to JEFFERSON during the business hours immediately subsequent thereto.
16. Access to Juveniles: JEFFERSON law enforcement officers shall have the right to interview juvenile offenders at any time inside the confines of the Juvenile Corrections Facility, subject only to necessary

security rules. Interview rooms will be made available to JEFFERSON law enforcement officers in equal priority with those of any other law enforcement departments.

17. Release of JEFFERSON County Juvenile Offender from Detention: No juvenile offender from JEFFERSON confined in detention shall be released therefrom, except:
- a) when requested by JEFFERSON law enforcement;
 - b) by order of the District Court, Superior Court, or Juvenile Division in those matters in which said courts have jurisdiction;
 - c) for appearance in the court in which the juvenile offender is charged;
 - d) in compliance with a writ of habeas corpus;
 - e) for interviews by the JEFFERSON County or U.S. Attorney, or members of JEFFERSON law enforcement;
 - f) if the juvenile has served his sentence or the charge pending against said juvenile has been dismissed, or bail or other recognizance has been posted as required by court;
 - g) the juvenile offender does not meet detention criteria as outlined in RCW 13.40.038, 13.40.040, and 13.40.050 and standard detention criteria.

18. Defense, Indemnity, Hold Harmless: CLALLAM assumes full responsibility for the health, safety, and safekeeping of all Juvenile Offenders from JEFFERSON following their transfer into the custody of CLALLAM. CLALLAM shall defend, indemnify, and hold harmless JEFFERSON and its elected officials, officers, agents and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any negligent act or omission of CLALLAM, its officers, agents, and employees, or any of them in connection with its/their performance under the terms of this Agreement.

In the event that any such claim, action or suit is brought against JEFFERSON, CLALLAM shall defend the same at its sole cost and expense; provided, that, JEFFERSON retains the right to participate in said claim, action, or suit if any principle of governmental or public law is involved; and if final judgment be rendered against JEFFERSON, and its officers, agents, and employees, or any of them, or jointly against JEFFERSON and CLALLAM and their respective officers, agents, and employees, or any of them, CLALLAM shall satisfy the same.

JEFFERSON shall defend, indemnify, and hold harmless CLALLAM and its elected officials, officers, agents, and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any negligent act or omission of JEFFERSON, its officers, agents, and employees, or any of them in connection with its/their performance under the terms of this Agreement.

In the event that any such claim, action, or suit is brought against CLALLAM, JEFFERSON shall defend the same at its sole cost and expense; provided that CLALLAM retains the right to participate in said claim, action, or suit if any principle of governmental or public law is involved; and if final judgment be rendered against CLALLAM, its officers, agents, and employees, or any of them, or jointly against CLALLAM and JEFFERSON and their respective officers, agents, and employees, or any of them, JEFFERSON shall satisfy the same.

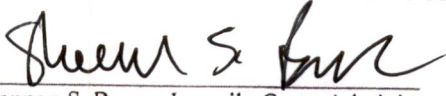
In executing this Agreement, CLALLAM does not assume liability or responsibility for or in any way release JEFFERSON from any liability or responsibility, which arises in whole or in part from the existence or effect of any JEFFERSON ordinance, rule, or regulation. If any cause, claim, suit, action or administrative proceeding related to this agreement is commenced against CLALLAM in which the enforceability and/or validity of a JEFFERSON ordinance, rule, or regulation is at issue, JEFFERSON shall defend the same at its sole expense and if judgment is entered or damages are awarded against CLALLAM, JEFFERSON shall satisfy the same, including all chargeable costs and attorney's fees.

Each party agrees to hold harmless, defend and indemnify the other party and its elected officials, officers, employees and agents against all claims, suits, actions, liabilities, losses, expenses, and damages, including reasonable attorneys' fees and costs, to the extent they arise out of, or result from, the negligence or willful misconduct of the indemnitor or its elected or appointed officials, officers, employees and agents in the performance of this Agreement. The indemnitor's duty to defend and indemnify extends to claims by the elected or appointed officials, officers, employees, or agents of the indemnitor or of any contractor or subcontractor of indemnitor. The indemnitor waives its immunity under Title 51 (Industrial Insurance) of the Revised Code of Washington solely for the purposes of the provision and acknowledges that this waiver was mutually negotiated. This clause shall survive the termination of this Contract.

19. Detention Rules and Regulations: At the time that the custody of the juvenile offender from JEFFERSON is transferred to CLALLAM, the juvenile offender shall be subject to all applicable rules, regulations, and standards governing operation of the CLALLAM County Juvenile Corrections Facility.
20. Property: The parties will neither acquire nor hold real or personal property pursuant to this agreement. Thus, there will not be a need to dispose of any property in the event this agreement is terminated.
21. Duration of Agreement: This agreement shall be effective beginning December 1, 2024 and expire on November 30, 2025.
22. Termination: Either party may terminate this Agreement with a minimum of thirty (30) days written notice. In the event of termination, JEFFERSON will be liable for costs incurred up to and including the effective date of termination.
23. Severability: If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of the Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.
24. Designated Administrators: CLALLAM'S Juvenile Services Director, in consultation with JEFFERSON'S Juvenile Services Director shall administer this Agreement pursuant to RCW 39.34.030 (4)(a). No separate entity is created by this Agreement.
25. Nondiscrimination: JEFFERSON and CLALLAM agree to comply with all applicable local, state, and/or federal laws and ordinances, and agree that they shall not discriminate in their employment practices or delivery of services or other activities on the grounds of race, color, religion, national origin, age, sex, marital status, veteran status, sexual orientation, or the presence of any sensory, mental or physical handicap.
26. Compliance with Laws: JEFFERSON and CLALLAM agree to comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations applicable to the performance of the Agreement, including compliance with all the provisions of the Americans with Disabilities Act and regulations interpreting or enforcing such Act.
27. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

28. Venue: The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for CLALLAM County, Washington.
29. Multiple Originals/Electronic Signatures: This Agreement may be executed in multiple copies, each of which shall be deemed an original. A facsimile, email, or other electronically delivered signatures of the parties shall be deemed to constitute original signatures and deemed to constitute duplicate originals.
30. Authorization: Each of the signatories hereto hereby represents and warrants that he or she has the right, power, legal capacity, and authority to execute into this Agreement and to bind the entity he or she represents to this Agreement and the obligations hereunder.
31. Entire Agreement and Amendments: This Agreement contains the entire agreement of the parties and may be modified only by mutual written agreement of the parties hereto.

JEFFERSON COUNTY JUVENILE COURT SERVICES:

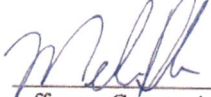

Shannon S. Burns, Juvenile Court Administrator

Jefferson County Commissioner

ATTEST:

Clerk of the Board

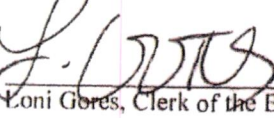
APPROVED AS TO FORM:

 01/09/2025
Jefferson County Attorney

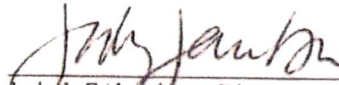
CLALLAM COUNTY COMMISSIONERS:


Mike French, Chair

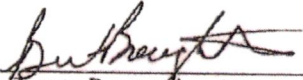
ATTEST:


Loni Gores, Clerk of the Board

CLALLAM COUNTY JUVENILE SERVICES:


Jody L.E. Jacobsen, Director

APPROVED AS TO FORM:


Deputy Prosecuting Attorney

