

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA REQUEST

TO: Board of Commissioners
FROM: Shannon Burns
DATE: December 11, 2023
RE: 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 Services. This Interlocal Agreement for 2024 reflects an “as needed” contract for beds in standard detention.

ANALYSIS:

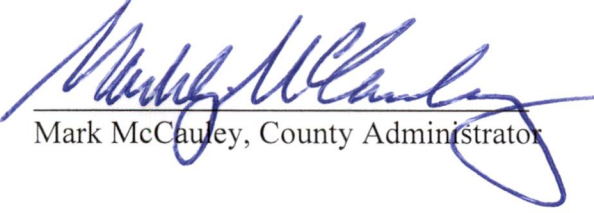
Our contractual arrangement with Kitsap County for detention services is one that we are happy to continue. Kitsap County has kept their cost-per-bed at a minimal charge and has a history of providing mental health, substance abuse, medical care and educational services with the utmost care. This current contract reflects an “as needed” agreement charging \$150 per day for standard detention of Jefferson County Youth.

FISCAL IMPACT:

Funds are included in my 2024-2025 budget.

RECOMMENDATION:

That the Board sign the contract with Kitsap County for standard detention beds at Kitsap Youth Center as presented.


Mark McCauley, County Administrator

Date

12/4/23

CONTRACT REVIEW FORM

(INSTRUCTIONS ARE ON THE NEXT PAGE)

Clear Form

CONTRACT WITH: Kitsap County

Contract No: KC-2024

Contract For: Juvenile Detention Facility

Term: January 1, 2024-December 31, 2024

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: \$150 per day per bed use

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
Signature

11/30/23
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
Signature

11/30/23
Date

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

Electronically approved by Risk Management on 11/30/2023.

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

Electronically approved as to form by PAO on 11/30/2023.

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

KC-064-24
AGREEMENT FOR PROVISION OF JUVENILE DETENTION FACILITIES
BETWEEN KITSAP COUNTY AND JEFFERSON COUNTY

This Agreement is for the provision of Juvenile Detention Facilities ("Agreement") is entered into by and between Kitsap County ("Kitsap") and Jefferson County ("Jefferson"), both political subdivisions of Washington State.

RECITALS

WHEREAS, Kitsap County is authorized by law to operate the Kitsap County Juvenile Detention Facility ("Detention Facility") to confine juvenile offenders;

WHEREAS, Jefferson County does not possess sufficient facilities to confine juvenile offenders;

WHEREAS, Kitsap County has space available in its Detention Facility and is amenable to making such space available to confine Jefferson's juvenile offenders, pursuant to the lawful authority of Jefferson, for a rate of compensation as mutually agreed to by the parties; and

WHEREAS, Kitsap County and Jefferson County have determined that it would be mutually beneficial to the parties to enter into this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by this reference, the parties agree as follows:

SECTION 1 DEFINITIONS

- 1.1. "Admitted" or "Admission" of the Juvenile by Kitsap will occur when the Detention Facility staff has advised Jefferson's Representative that the Juvenile presented to the Detention Facility for confinement has been accepted for admission by the Detention Facility, the booking process completed, and Kitsap County has taken physical control of the Juvenile.
- 1.2. "Additional Health Care Services" means any medical, mental health, dental or other form of health care and/or treatment provided to a Juvenile not routinely provided by Kitsap's in-house health care provider in the Detention Facility, regardless of where such services are provided including, without limitation, emergency medical services, prescriptions, laboratory tests, medical imaging services, necessary durable medical equipment, and any in-patient or out-patient treatment or referral.
- 1.3. "Bed-Day" means any consecutive period of time exceeding 12 hours during which a Juvenile is in the custody of the Kitsap County Juvenile Department Detention Facility, which includes booking.
- 1.4. "Booking" means the process in which the Juvenile's personal data is recorded, Jefferson's Representative confirms the Juvenile's identity and the lawful basis for confinement, and any other screening process routinely required by the Detention Facility prior to Admission.
- 1.5. "Jefferson Representative" means an authorized member of the Jefferson County Sheriff's Office or other authorized representative of Jefferson County.

- 1.6. "Detention Facility" means Kitsap County Juvenile Department Detention Facility.
- 1.7. "Detention Manager" means the Manager of the Kitsap County Juvenile Detention Facility or his/her designee.
- 1.8. "Gravely Disabled" means a person who, as a result of a mental disorder, is in danger of serious physical harm resulting from a failure to provide for his/her essential human needs of health or safety; or manifests severe deterioration in routine functioning evidenced by repeated and escalating loss of cognitive or volitional control over his/her actions and is not receiving such care as is essential for his/her health or safety.
- 1.9. "Juvenile" means a youth under the chronological age of eighteen years of age arrested on a Jefferson County warrant or by Jefferson County's law enforcement officers for violation of a law for which confinement of a juvenile is lawful.
- 1.10. "Partial Bed-Day" means any consecutive period of time of 12 hours or less during which a Juvenile is in the custody of the Kitsap County Juvenile Detention Facility, which includes Booking.

SECTION 2 SERVICES

- 2.1. This Agreement is limited to the detention of juveniles for offenses which are within the jurisdiction of, and charged within, Jefferson County.
- 2.2. Kitsap agrees to accept Juveniles for confinement in the Detention Facility and Jefferson agrees to compensate Kitsap for such services as provided in this Agreement.
- 2.3. Confinement of a Juvenile will not exceed thirty (30) consecutive calendar days, unless otherwise agreed to by the County on a case-by-case basis.
- 2.4. Kitsap will provide the Juveniles confined in the Detention Facility with access to the same education, medical, dental, and other services provided to other juveniles confined in the Detention Facility as required by law and Kitsap County policy and procedures.
- 2.5. Juvenile Compliance. All Juveniles confined in the Detention Facility shall be subject to and expected to comply with all Detention Facility rules, including those related to discipline, emergency, safety and security rules.
- 2.6. Juveniles Exceeding 18 Years. Upon the prior written request from Jefferson, Kitsap may continue to confine Jefferson's Juveniles in the Detention Facility beyond the age of 18 years, but in no event older than 21 years of age.
- 2.7. Right of Refusal. Kitsap at all times and for all purposes under this Agreement retains the absolute right in its sole discretion to reject, limit, or revoke the acceptance of any or all Juvenile(s), or any other person, for confinement in the Detention Facility at any time and for any reason whatsoever.
- 2.8. Non-Detention Services. Court services, probation services, or the like, shall continue to be the sole responsibility of Jefferson and are not subject to this Agreement.

SECTION 3 TERM

This Agreement shall commence on January 1, 2024, and terminate on December 31, 2024, unless

terminated or extended. This Agreement may be extended for additional consecutive one (1) year periods at the mutual written agreement of the parties, not to exceed a total of three (3) years. Neither party has an obligation to extend this Agreement.

SECTION 4 TERMINATION

This Agreement may be terminated by either party, at the mutual convenience of the party, upon sixty (60) days prior written notice to the Contract Representative of the other party. The notice shall identify the specific plan for accommodating the removal of the Juveniles affected by the termination. In the event of termination, Jefferson shall at its own expense, transport the Juveniles from the Detention Facility on or before the effective date of the termination.

SECTION 5 COMPENSATION AND BILLING

- 5.1. Bed-Day Rate/Housing. Jefferson shall pay Kitsap a basic fee of One Hundred Fifty Dollars (\$150.00) per bed-day for every Juvenile confined in the Detention Facility.
- 5.2. Partial Bed-Day Rate. Jefferson shall pay Kitsap a partial bed-day fee of Seventy-five Dollars \$75.00 per partial bed-day for every Juvenile confined in the Detention Facility.
- 5.3. Method of Billing. Kitsap will invoice Jefferson monthly for amounts due Kitsap under this Agreement for services provided in the previous month. Such fees shall be due and payable by Jefferson within thirty (30) days from the billing date. Account balances overdue 30 days or more will be subject to a service charge of 1% per month (12% per annum). Should collection become necessary, Jefferson shall be responsible for the payment of all collection costs, including reasonable attorney fees, associated with the collection of late payments.
- 5.4. Annual Increase. The bed-day and partial bed-day rate shall be increased annually by one hundred percent (100%) of that percentage increase set forth in the All Urban Consumers Index (CPI-U) (1982-1984=100) for the Seattle-Tacoma-Bellevue area as is specified by the Bureau of Labor Statistics, United States Department of Labor for the prior 12-month period ending in December; provided, however, the increase shall not be more than six percent (6%) of the amount for the prior year.
- 5.5. Other Costs. Jefferson shall promptly pay all other costs, including those for Additional Health Care Services to Kitsap or third parties as provided herein.

SECTION 6 PRESENTATION AND ADMISSION

- 6.1. Prior Verification. Prior to presenting a Juvenile for confinement, the Jefferson Representative shall contact the Detention Facility and obtain verification from the Detention Manager that the Detention Facility may Admit the Juvenile for confinement and ensure the order authorizing confinement contains a provision authorizing the Detention Manager to provide emergency medical treatment to the Juvenile. Prior verification does not guarantee Admission by the Detention Facility.
- 6.2. Presentation. When presenting a Juvenile to the Kitsap for confinement, the Jefferson County Representative shall remain at the Detention Facility with the Juvenile and comply with all requirements of this Section and all Detention Facility procedures and rules until the Juvenile has been admitted.

6.3. Prohibitions.

- A. Any Juvenile who is unconscious, under the influence of alcohol and/or drugs (as determined by Kitsap County), or Gravely Disabled may not be Admitted into the Detention Facility.
- B. Any Juvenile with significant injuries, or who reports that he/she is currently experiencing significant medical or mental health issues, may be Admitted in the Detention Facility only when the Juvenile has been medically cleared for confined Detention by a medical doctor, nurse practitioner, or other equivalent medical personnel, and approved by Kitsap County.

6.4. Certification. Jefferson is at all times solely responsible for determining that all Juveniles presented by the Jefferson Representative to Kitsap for confinement are lawfully detained and confined, and certifies the same by the act of presenting the Juvenile for confinement to the Detention Facility. Jefferson shall defend, indemnify, and hold Kitsap harmless as provided herein for any claim or action resulting from the detention of a Juvenile wrongfully presented by Jefferson, or its representative, to Kitsap for confinement.

6.5. Intake Assessment. When presenting a Juvenile to the Detention Facility for confinement, the Jefferson Representative shall provide the Detention Facility staff with the following:

- A. Duration/Conditions – provide copies of all records in the possession pertaining to the Juvenile's confinement, which includes without limitation, all relevant court orders which identify the duration and other terms of confinement.
- B. Emergency Medical Treatment – ensure the order of confinement contains authorization for Director of Kitsap County Juvenile Detention Facility to provide the Juvenile emergency medical treatment.
- C. Intake Assessment – provide all information requested on the Detention Facility Intake Assessment attached hereto as Exhibit A.
- D. Parental Consent (Medical Treatment) – provide a signed copy of the Parental Consent for Medical Treatment and a copy of any medical insurance coverage information for the Juvenile in the event the Juvenile requires medical treatment while in the Detention Facility. See Exhibit B – Parental Consent for Medical Treatment. Jefferson is and remains responsible for obtaining all consents and providing medical insurance coverage information.
- E. Medical/Mental Health Status – provide a copy of the Juvenile's medical records in the Jefferson's possession and advise the Detention Facility staff of all information known about a Juvenile's medical and mental health status (current and historical), including the Juvenile's psycho-sexual history.
- F. Drugs/Alcohol – inform the Detention Facility staff of all information known about the Juvenile's alcohol and drug usage (current and historical).
- G. ADA Accommodations – inform the Detention Facility staff of any known accommodation needs of the Juvenile consistent with the requirements of the Americans with Disabilities Act.

- H. Information – provide all relevant information available regarding the Juvenile and such other information/documentation routinely required by the Detention Facility.
- 6.6. Admission. The Jefferson Representative transporting the Juvenile to the Detention Facility shall remain at the Detention Facility with the Juvenile until advised by the Detention Facility staff that the preliminary portion of the booking procedure has been completed and the Juvenile has been admitted into the Detention Facility.
- 6.7. Personal Property. Upon Admission of the Juvenile for confinement, Kitsap agrees to accept and store the Juvenile's personal belongings in an amount not to exceed a day pack or equivalent in volume. Any personal belongings exceeding this amount will require approval from County. Any personal property not removed from the Detention Facility by the Juvenile upon the Juvenile's release from the Detention Facility will be deemed to be abandoned and automatically become the property of the Kitsap without the requirement of further court action.
- 6.8. Notice. Kitsap will use reasonable efforts to advise Jefferson if a Juvenile is being detained by another law enforcement agency on a warrant issued by the Jefferson.

SECTION 7 LEGAL REPRESENTATION- JUVENILE

Jefferson shall be responsible for responding to requests for legal assistance or legal representation made by the Juvenile confined in the Detention Facility. Kitsap will notify Jefferson of any requests for legal assistance or legal representation made by a Juvenile to a Kitsap detention officer.

SECTION 8 TRANSFER AND RELEASE

- 8.1. Release. The Juvenile may be released from confinement from the Detention Facility as provided below:
- A. Request by Jefferson. The Juvenile may be released to the Jefferson Representative upon written direction or verified verbal direction from the Jefferson Representative.
 - B. Court Order/Bail. The Juvenile may be released by valid court order or posting of bail.
 - C. Treatment. The Juvenile may be released due to medical, mental health, dental treatment or any other health care services not available within the Detention Facility.
 - D. Emergency/Catastrophe. The Juvenile may be released in the event of any emergency or catastrophic condition occurring that poses a reasonably imminent danger to the safety of the Juvenile or Kitsap personnel. The decision to release or remove persons from the Detention Facility will be at the sole discretion of Kitsap. In such cases, Kitsap will provide Jefferson reasonable notice of the removal and shall exercise reasonable care for the safekeeping and custody of the Juvenile(s) so removed.
- 8.2. Resumption of Custody. Jefferson shall be deemed to have resumed custody of the Juvenile upon Kitsap's presentation of the Juvenile to Jefferson, or upon a Jefferson Representative taking physical control of the Juvenile.

SECTION 9 TRANSPORTATION AND SECURITY

- 9.1. Transportation. Unless otherwise agreed, Jefferson shall be responsible for all transportation of

Juveniles, which includes the delivery and pickup of the Juveniles for all purposes under this Agreement.

- 9.2. Release. A Jefferson Representative shall be promptly available to pick up the Juvenile when released from the Detention Facility, regardless of the basis of the release. Promptly available means immediately available, and in no event longer than four (4) hours after Jefferson receives notice from Kitsap of the Juvenile's release. Notice for this purpose may be a written or oral notice from the Detention Facility to Jefferson.
- 9.3. Reimbursement - Transportation/Security. In the event that Kitsap provides the transportation, regardless of the reason, Jefferson shall be required to reimburse Kitsap for all costs of transportation and associated security incurred by Kitsap to secure emergent medical evaluations, emergency treatment and to support the reasonable necessary operational needs of the Detention Facility. The cost for transportation and custodial security time performed by Kitsap staff shall be the Internal Revenue Service mileage rate in effect at the time of the service performed and the current cost to provide a detention officer (currently \$40.14 per officer per hour).

SECTION 10 HEATH CARE

- 10.1. Services Provided. Upon Kitsap's Admission of the Juvenile, Kitsap will provide the Juvenile at no additional charge the routine medical services that are readily available to other detainees from Kitsap's in-house third-party health care provider for which the health care provider does not render a separate billing for providing such service to a detainee. Services for which a separate billing is provided are considered Additional Health Care Services.
- 10.2. Reimbursement. Jefferson shall reimburse Kitsap for its proportion of all Additional Health Care Services and associated costs and expenses in providing such services to a Juvenile. Reimbursement shall be paid directly to Kitsap or third parties, as directed by Kitsap.
- 10.3. Hospitalization. In the event a Juvenile is hospitalized, Kitsap will advise Jefferson. Jefferson's Representative will advise Kitsap if Jefferson will be providing the security or requests Kitsap to do so. If Jefferson is to provide the custodial security, the Juvenile shall be released to the custody of Jefferson. If Kitsap agrees to provide the custodial security for the Juvenile, Jefferson shall be responsible for reimbursing Kitsap for all costs associated with the transportation and custodial security, as provided in Section 9.
- 10.4. Emergency/Non-emergent Care (outside) Facility -Notification. Kitsap will use reasonable efforts to notify Jefferson within four (4) business hours of transport (Monday- Friday, 9am- 5pm) of emergent care for a Juvenile outside the Detention Facility. For non-emergent care outside of the facility, Kitsap will use reasonable efforts to notify Jefferson before noon on the next business day after the transport occurs. Lack of notice will not relieve Jefferson of its reimbursement obligations to Kitsap County.
- 10.5. No Waiver of Right to Seek Reimbursement. Nothing in this Agreement shall be construed to waive the rights of either party to seek reimbursement for costs from the Department of Social and Health Services, or from the Juvenile, his or her parent/guardian, or any other responsible third-party.

SECTION 11 INSURANCE AND INDEMNIFICATION

- 11.1. Insurance. Kitsap and Jefferson shall maintain, throughout the term of this Agreement, insurance

adequate to protect both parties against claims that may arise as a result of the performance of this Agreement. Such insurance shall be placed with responsible insurers, self-insured, or carried through participation in an insurance pool at levels of coverage adequate to protect Kitsap and Jefferson against loss, and as ordinarily carried by municipalities engaged in similar operations. Upon request of the other party, Kitsap and Jefferson shall provide evidence of liability coverage.

- 11.2. Indemnification. Jefferson agrees to defend, indemnify and hold harmless Kitsap, its appointed and elected officials, employees and agents from and against all liability, loss, cost, damage and expense whatsoever, including costs and attorney's fees in defense thereof because of actions, claims or lawsuits alleging damages sustained by any person or property including death at any time resulting thereof, arising from or alleged to have arisen from: i) Jefferson's performance under this Agreement or as a consequence of any wrongful or negligent acts or omission of Jefferson, its appointed and elected officials, employees and agents; ii) the wrongful detention of a Juvenile as a result of Jefferson's actions or failure to act; and/or iii) failure or refusal to timely release a Juvenile as a result of Jefferson's actions or failure to act.
- 11.3. To the extent the claim, damages, losses and expenses are caused by intentional acts of or by the concurrent negligence of Kitsap County, its officers, agents, or employees, Jefferson's indemnification obligation hereunder shall be limited to Jefferson's proportionate share of liability as agreed to by the parties to this Agreement or determined by a court of competent jurisdiction.
- 11.4. Kitsap agrees to defend, indemnify and hold harmless Jefferson, its appointed and elected officials, employees and agents from and against all liability, loss, cost, damage and expense including costs and attorney's fees in defense thereof because of actions, claims or lawsuits alleging damages sustained by any person or property including death at any time resulting thereof, arising from, or alleged to have arisen from: i) Kitsap's performance under this Agreement or as a consequence of any wrongful or negligent acts or omission of Kitsap County, its appointed and elected officials, employees and agents; ii) wrongful detention of a Juvenile as a result of Kitsap's actions or failure to act; and/or iii) Kitsap County's failure or refusal to timely release a Juvenile.
- 11.5. To the extent the claim, damages, losses and expenses are caused by intentional acts of or by the concurrent negligence of Jefferson, its officers, agents, or employees, Kitsap's indemnification obligation hereunder shall be limited to Kitsap County's proportionate share of liability as agreed to by the parties to this Agreement or determined by a court of competent jurisdiction.
- 11.6. Solely for the purposes of this indemnification provision, Jefferson expressly waives any immunity derived from Title 51 (Industrial Insurance) of the Revised Code of Washington or Jefferson's equivalent thereof, and acknowledges that this waiver was mutually agreed upon by the parties.
- 11.7. Obligations/Notice of Claim. Kitsap will provide Jefferson notice of the assertion of liability by a third party that may give rise to a Claim by Kitsap against Jefferson based on the indemnity contained herein. Jefferson shall promptly advise Kitsap in writing, which shall in no event exceed 14 calendar days from the notice date, whether Jefferson accepts or denies tender of the claim. Jefferson shall reimburse Kitsap for all fees and costs of defense whether incurred before or after the notice of claim. Jefferson shall keep Kitsap timely and fully informed through all stages of the defense and promptly respond to and comply with County's requests for information. Kitsap at all times reserves the right, but not the obligation, to participate in the defense and such participation shall not constitute a waiver of Jefferson's indemnity and defense obligations under the Contract.

SECTION 12 GOVERNING LAW

Governing Law/Venue. The Agreement, and the Juvenile(s) confined under this Agreement, shall be made under, construed in accordance with, and governed by the laws of the State of Washington, without regard to conflicts of law or choice of law provisions. Any action arising out of, related to or in connection with this Agreement shall be instituted and maintained only in a court of competent jurisdiction in Kitsap County, Washington or as provided by RCW 36.01.050.

SECTION 13 CONTRACT REPRESENTATIVES

Unless otherwise provided herein, any required notice will be in writing and deemed given and received either on the date personally served to the other party's Contract Representative or on the third day after the date of the postmark of deposit by registered or certified first-class U.S. mail, postage prepaid and properly addressed to the Contract Representative as follows:

County:

Michael S. Merringer, Director
Kitsap County Juvenile and Family Court Services
1338 SW Old Clifton Road
Port Orchard, WA 98367

Jefferson:

Barbara L. Carr, Director
Jefferson County Juvenile and Family Court Services
1820 Jefferson Street
PO Box 1220
Port Townsend, WA 98368-0920

SECTION 14 NON-DISCRIMINATION

The parties in the performance of this Agreement shall not discriminate against any person on the basis of race, color, creed, religion, national origin, age, sex, marital status, sexual orientation, veteran status, disability, or other circumstance prohibited by federal, state, or local law, and shall comply with Title VI of the Civil Rights Act of 1964, P.L. 88 354 and Americans with Disabilities Act of 1990.

SECTION 15 INDEPENDENT CONTRACTOR

For all purposes, each party will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee, agent, or subcontractor of one party shall not be deemed or construed to be the employee, agent or subcontractor of the other for any purpose whatsoever including responsibility for any federal or state tax, industrial insurance or social security liability.

SECTION 16 ACCESS AND RECORDS

- 16.1. Access – Detention Facility. Jefferson shall have the right to inspect, at mutually agreeable times, the Detention Facility in order to confirm Kitsap maintains standards acceptable to Jefferson and that its detainees are treated appropriately. Kitsap agrees to manage, maintain and operate its Detention Facility consistent with applicable federal, state and local laws.
- 16.2. Access to Juveniles. Jefferson law enforcement shall have the right to interview Juveniles at any reasonable time within the Detention Facility and the option to use the Detention Facility interview

rooms.

- 16.3. Records. Kitsap agrees to maintain a system of record keeping relative to the booking and confinement of each Juvenile consistent with the record keeping by Kitsap for all other detainees. Kitsap will keep records of all medical, mental health or dental services it provides to a Juvenile as required by law. Kitsap agrees to share all information, including insurance information, regarding a Juvenile with Jefferson as authorized by law.

SECTION 17 GENERAL PROVISIONS

- 17.1. Force Majeure. Neither party shall be in default by reason of any failure in performance of this Agreement if such failure arises out of causes beyond their reasonable control and without the fault or negligence of said party including acts of God, terrorism and other acts of public enemy, war, epidemics or quarantine restrictions.
- 17.2. No Waiver. No waiver of any right under this Agreement shall be effective unless made in writing by an authorized representative of the party to be bound thereby. Failure to insist upon full performance on any occasion shall not constitute consent to or waiver of any continuation of nonperformance or any later nonperformance; nor does payment of a billing or continued performance, after notice of a deficiency in performance, constitutes acquiescence thereto.
- 17.3. Priority. The Detention Facility policies and rules shall apply for all purposes, unless they conflict with the terms and conditions of this Agreement. In the event of conflict, this Agreement will control.
- 17.4. Modification. No supplement, modification, or amendment of any term of this Agreement will be deemed binding or effective unless in writing and signed by both parties.
- 17.5. Assignment/Delegation. Neither party may assign or delegate its rights, nor its responsibilities under this Agreement to a third party, without the prior written consent of the other party. Any purported assignment or delegation in violation of the subsection is void.
- 17.6. Severability. The provisions of this Agreement are severable. Any term or condition of the Agreement or application thereof deemed to be illegal, invalid or unenforceable, in whole or in part, shall not affect any other term or condition of the Agreement and the parties' rights and obligations will be construed and enforced as if the Agreement did not contain the particular provision.
- 17.7. Third-Party Beneficiary. Nothing under this Agreement shall be construed to give any rights or benefits in the Agreement to anyone other than Kitsap and Jefferson, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Kitsap and Jefferson, and not for the benefit of any other party.
- 17.8. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- 17.9. Entire Agreement. The parties acknowledge that this Agreement is the product of negotiation between the parties and represents the entire agreement of the parties with respect to its subject matter. All previous agreements and representations, whether oral or written, entered into prior to

this Agreement are hereby revoked and superseded.

- 17.10. Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.
- 17.11. Counterparts/Electronic Signatures. This Agreement may be executed by the parties in any number of separate counterparts, each of which when executed and delivered shall be deemed an original, and all such counterparts shall together constitute one original document. All signatures need not be on the same counterpart. A facsimile, email, or other electronically delivered signatures of the parties shall be deemed to constitute original signatures and deemed to constitute duplicate originals.
- 17.12. Survival. Those provisions of the Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive such as references to compensation and indemnification. Those provisions include, but are not limited to, Sections 5 (Compensation and Billing); 6 (Presentation and Admission); 9 (Transportation and Security); 10 (Health Care); 11 (Insurance and Indemnification); 12 (Governing Law); 15 (Independent Contractor) and 17 (General Provisions).
- 17.13. Authorization. Any authorizations, actions required, or permitted to be taken, and any document required or permitted to be executed under this Agreement will be taken or executed only by a duly authorized representative of the party. Each party warrants and represents to the other that the person signing below has been properly authorized and empowered to execute this Agreement on behalf of the Party for whom they sign.

Approved and Executed this ___ of _____, 2023

**BOARD OF COUNTY COMMISSIONERS
JEFFERSON COUNTY, WASHINGTON**

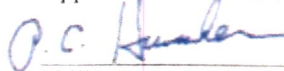
GREG BROTHERTON, Chair

KATE DEAN, Commissioner

HEIDI EISENHOWER, Commissioner

ATTEST: _____

Approved as to form only:

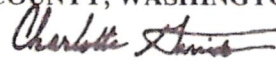


Philip C. Hunsucker
Chief Civil Deputy Prosecuting Attorney
Jefferson County

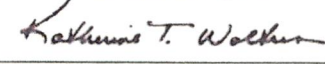
November 30, 2023

Approved and Executed this 27 of November 2023

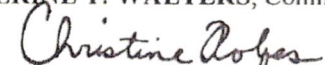
**BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON**



CHARLOTTE GARRIDO, Chair



KATHERINE T. WALTERS, Commissioner



CHRISTINE ROLFES, Commissioner

ATTEST: _____


Dana Daniels, Clerk of the Board



**EXHIBIT A
DETENTION FACILITY INTAKE ASSESSMENT**

Juvenile Name:	DOB:	JCS #:
Address		Phone:
Legal Guardian:		LG DOB:
Address:		LG Phone:

Examiner's Observations

Vitals:	Temp: _____ Height _____ Weight _____		
1.	Consciousness concerns (e.g. unable to speak smoothly / with coherent thought) <i>Describe:</i>	Yes	No
2.	Signs of drug or alcohol withdrawals (e.g. seizure, shakes, pinpoint pupils, vomiting) <i>Last alcohol or substance use (what/when):</i>	Yes	No
3.	Injury / trauma concerns (e.g. sign of head injury or open wounds) <i>Describe:</i>	Yes	No
4.	Breathing concerns (e.g. unable to complete sentences, or alters posture to breath) <i>Describe:</i>	Yes	No
5.	Infection concerns (no fever, night sweats, weight loss, cough, vomiting, diarrhea) <i>Describe:</i>	Yes	No
6.	Acute skin concerns (e.g. spreading rash, swelling, discharge, needle marks) <i>Describe:</i>	Yes	No
7.	Currently pregnant <i>First day of last period:</i>	Yes	No

→ If "Yes" to any, follow ER protocol and inform on-call PCHS medical provider that day

8.	Acute behavioral concerns (e.g. suicidal ideation or assaultive) <i>Describe:</i>	Yes	No
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→ If "Yes", follow ER protocol and inform County Behavioral Health Provider that day

9.	PHYSICAL HEALTH CONCERNS: (Circle any / all that apply) (Asthma, Diabetes, Seizures, Kidney / Liver problems, HIV, TB, hepatitis)	Yes	No
10	MENTAL HEALTH CONCERNS: (Circle any/all that apply) (Bipolar, Eating disorder, PTSD, Psychosis, Overdose history, Suicidal ideation)	Yes	No
11.	Food, Drug, Latex Allergies (list below)	Yes	No

Allergy:	Reaction
Allergy:	Reaction

12.	Medications (list below)	Yes	No
	Name: _____ Dose: _____ Freq: _____		
	Name: _____ Dose: _____ Freq: _____		
	Name: _____ Dose: _____ Freq: _____		

→ Call PCHS at time of booking if detainee has medications but NOT with them!

Detention Officer:	Date:	Time:
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EXHIBIT B
PARENTAL CONSENT FOR MEDICAL TREATMENT

KITSAP COUNTY JUVENILE DETENTION CENTER
HEALTH SERVICES
Parental Consent for Medical Treatment

I, _____, parent/legal guardian of _____, a detainee at the Kitsap County Juvenile Detention Facility (KCJDF), do hereby give my consent for routine and/or emergent medical or dental care and/or immunizations, as deemed necessary by the Health Services staff or the Detention Specialist staff.

- In the event my child develops a medical or dental problem beyond the capabilities of the KCJDF Health Services, I authorize the medical or dental facility and the medical or dental provider to which my child is referred, to evaluate and treat as indicated.
- I further authorize the medical or dental facility and the medical or dental provider to release such information as may be needed for the completion of hospital claims, to any insurer or to the KCJDF and Health Services staff for the determination of follow-up treatment.
- I also agree to be financially responsible for any and all medical and dental care, including prescriptions that may be necessary for my child.
- I further authorize the KCJDF staff, under the direction of the Health Services staff, to administer any approved prescription or over-the-counter medications, to my child pursuant to the prescribed medical indications and directions on the container. All approved medications given my child shall be appropriately recorded.

***PARENT NOTIFICATION:**

- _____ HIPAA rights notification available online and/or available for print upon request
- _____ Visitation times and procedure have been explained
- _____ Court time and/or probable-cause weekend procedure has been explained

Medical Insurance: _____	Group: _____	Policy #: _____
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CARE TEAM:

Primary care provider (PCP): Name: _____ Phone: _____

Specialists: Name: _____ Phone: _____

Case manager (DSHS, school, etc)? Name: _____ Phone: _____

**Health Services staff to notify / coordinate efforts with care team outside detention center as able / appropriate.*

Other information we should know about your child? _____

This authorization is valid from this date of this authorization until the minor has completed all detention time under this Cause Number as ordered by the Court, or until the minor has reached the age of consent.

Parent / Guardian / Other _____	Date _____	Time _____
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Detention Officer/Probation Officer _____ DO# _____	Date _____	Time _____
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VERBAL Consent

Verbal consent given by _____, parent and/or legal guardian of named juvenile, for the medical and/or dental care listed above by telephone conference with the Detention Intake Officer(s).

(Two Detention Officers' signatures are required when receiving verbal medical consent)

Detention Officer #1 _____ DO# _____ Date: _____ Time: _____

Detention Officer #2 _____ DO# _____ Date: _____ Time: _____