

# CLARK COUNTY STAFF REPORT

**DEPARTMENT:** Clark County Juvenile Court (CCJC)

**DATE:** February 1, 2016

**REQUESTED ACTION:** County Manager approval of CCJC Intergovernmental Cooperative Agreement with Skamania County, to provide juvenile detention services for Skamania County youth placed in custody.

SR Number:

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**BACKGROUND:** CCJC and Skamania County have a long standing agreement that allows CCJC to provide temporary juvenile detention services for Skamania County. Skamania County does not have a juvenile detention center. Due to its location, Skamania County contracts with an Oregon jurisdiction to provide most of its juvenile detention services. However, when youth are committed to a state institution in Washington, it is much easier to arrange transportation from a jurisdiction within the State of Washington. In these cases, youth are housed on a short term basis from the time of sentencing, until state transport can arrange to pick them up. This time period is generally less than two days.

## ADMINISTRATIVE POLICY IMPLICATIONS

N/A

## COUNCIL POLICY IMPLICATIONS

N/A

## PREVIOUS REVIEWS AND ACTIONS

N/A

## COMMUNITY OUTREACH

N/A

## BUDGET IMPLICATIONS

YES	NO	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Action falls within existing budget capacity.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Action falls within existing budget capacity but requires a change of purpose within existing appropriation
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Additional budget capacity is necessary and will be requested at the next supplemental. If YES, please complete the budget impact statement. If YES, this action will be referred to the county council with a recommendation from the county manager.

**BUDGET DETAILS**

Local Fund Dollar Amount	
Grant Fund Dollar Amount	
Account	General fund; Road fund
Company Name	

**DISTRIBUTION:**

**Board staff will post all staff reports to The Grid. <http://www.clark.wa.gov/thegrid/>**

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\_\_\_\_\_  
Staff Persons Name  
Title

\_\_\_\_\_  
Department Heads Name  
Title

**APPROVED: \_\_\_\_\_**  
**CLARK COUNTY, WASHINGTON**  
**BOARD OF COUNTY COUNCILORS**

DATE: \_\_\_\_\_

SR# \_\_\_\_\_

**APPROVED: \_\_\_\_\_**  
**Mark McCauley, Acting County Manager**

DATE: \_\_\_\_\_

**SUBMITTED BY: Kevin Memsic**

**DATE: February 1, 2016**

**DISTRIBUTION OF COUNCIL STAFF REPORTS:**

Distribution of staff reports is made via the Grid. <http://www.clark.wa.gov/thegrid/>  
Copies are available by close of business on the Thursday after council deliberations.

**DISTRIBUTION OF COUNTY MANAGER STAFF REPORTS:**

**N/A**

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**JUVENILE COURT APPROVALS:**

  
\_\_\_\_\_  
Kevin Memsic  
Detention Manager

  
\_\_\_\_\_  
Patrick Escamilla  
Administrator

Attachments: Financial Impact  
If applicable: NA

**APPROVED: \_\_\_\_\_**  
**CLARK COUNTY, WASHINGTON**  
**BOARD OF COUNTY COUNCILORS**

DATE: \_\_\_\_\_

SR# \_\_\_\_\_

**COUNTY MANAGER ACTION\RECOMMENDATION**

**By:** Mark McCauley  
**Date:**  
**SR Number:**

**REQUESTED ACTION:**

County Manager approval of CCJC Intergovernmental Cooperative Agreement with Skamania County, to provide juvenile detention services for Skamania County youth placed in custody.

**COUNTY MANAGER RECOMMENDATION:**

<b>Action</b>	<b>Conditions</b>	<b>Referral to council?</b>
<i>Approval\denial</i>	County Manager approval of CCJC Intergovernmental Cooperative Agreement with Skamania County, to provide juvenile detention services for Skamania County youth placed in custody.	<i>Yes\No</i>

\_\_\_\_\_  
**Mark McCauley**  
**Acting County Manager**

**DISTRIBUTION**

Ron Zito, Human Resources  
Jeremy Hammrich, Human Resources

**INTERGOVERNMENTAL COOPERATIVE CONTRACT  
TO HOUSE JUVENILE DETAINEES**

**THIS AGREEMENT** is made and entered into by and between Clark County for its Juvenile Department, hereinafter referred to as "Clark County", and Skamania County, hereinafter referred to as "County."

**THE PURPOSE OF THIS AGREEMENT** is for Clark County to provide juvenile detention services for County youth placed in custody.

**THE PARTIES DO HEREBY AGREE AS FOLLOWS:**

**Authorization and Responsibilities:**

1. Clark County agrees to provide a detention facility for County as bed availability allows.
2. The County shall be responsible for the delivery and recovery of all their juvenile detainees, and shall further be responsible for arranging any court appearances for such detainees.
3. This agreement is authorized pursuant RCW 39.34.080 for intergovernmental contracts.

**Health Care:**

1. All health care expenses (i.e. medical, dental, and mental care expenses) for County Juvenile detainees shall be the responsibility of County, except for those routine items or injuries incurred at the facility, such head bumps, small lacerations or sprained ankles typically handled at the Clark County facility.
2. It is the responsibility of County to immediately notify Clark County of any pre-existing medical, dental or mental conditions, which County becomes aware of, both prior to and after admission of the juvenile detainees into Clark County.
3. Extraordinary medical and dental expenses, and participation in or receipt by juvenile detainees of rehabilitative or correctional services, facilities, programs, or treatment not reasonably included as part of routine medical care, shall be agreed to by the parties before such extraordinary expenses are incurred, unless, in the judgment of Clark County personnel, it is determined that any delay could be of such harm to the medical, mental or dental condition of the juvenile detainee that an emergency exists. In the event an emergency is determined, notice to County shall be given as soon as practical, after first giving priority to treatment of the detainee. County shall be responsible for any such extraordinary expenses.
4. It is the responsibility of County to arrange for Welfare and/or Medicaid payments for its juvenile detainees.

**Modification/Other Matters:**

Modification of this agreement may be accomplished by written agreement between County and Clark County, and no oral understandings or agreements shall suffice to alter the terms of this agreement.

**Access by County Officer:**

The appropriate County officials and defense attorneys shall have access at all reasonable times to Clark County, for the purpose of visiting such County Juvenile detainees.

**Reports to County:**

Clark County shall provide reports to County on a juvenile confined in Clark County upon request by County.

**Release of Juvenile:**

Juveniles confined in Clark County shall be released back to County, unless County has otherwise directed how the juvenile should be released.

**Implementation:**

The Clark County Juvenile Department and the Skamania County Juvenile Department will be jointly responsible for the implementation and proper administration of the agreement and will refer problems of implementation to the governing bodies of their own county/agency.

**Indemnify and Hold Harmless Agreement:**

1. County shall indemnify and hold harmless Clark County and its officers, agents, and employees from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever resulting from, arising out of, or incident to any act or omission of County, its officers, agents or employees in the performance of this agreement or in arresting, detaining, charging, transporting, interrogating or otherwise dealing with persons, either before or after presentation to the acceptance of Clark County for detainment in the juvenile facility. In the event that any suit based upon such claim, action, loss, costs, expense or damage is brought against Clark County, County shall defend Clark County at its sole cost and expense. At the discretion of County, Clark County or its officers, agents, or employees, County shall satisfy the same in full.
2. Clark County shall indemnify and hold harmless County and its officers, agents, and employees from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever resulting from, arising out of, or incident to any negligent act or omission of Clark County, its officers, agents or employees in the performance of this agreement. In the event that any suit based upon such claim, action, loss, costs, expense or damage is brought against County, Clark County shall defend County at its sole cost and expense. At the discretion of Clark County, County may participate in the defense of any such suit. If final judgment is entered against County or its officers, agents or employees, Clark County shall satisfy the same in full.

**Termination of Agreement:**

This agreement shall continue pursuant to the terms of the agreement, until either Clark County or County gives formal written notice of termination. The party terminating the agreement shall give the other party no less than ninety (90) days written notice prior to the effective date of termination. Such termination shall not relieve the parties from obligations assumed prior to the effective date of termination. Before the effective date of termination, County shall remove detainees confined in the detention facility in Clark County.

**Compensation:**

Skamania County Juvenile Department shall reimburse Clark County Juvenile Department at the rate of \$125 per calendar day for a juvenile detained pursuant to this agreement; said rate subject to modification once annually by written agreements of the parties.

**Effective Date of Agreement:**

This agreement shall be effective **January 1, 2016**. This agreement shall automatically be renewed for each ensuing calendar year thereafter unless either party seeks its termination pursuant to the Termination of Agreement clause of this contract.

**THE FOLLOWING PARTIES HAVE EXECUTED THIS AGREEMENT:**

**CLARK COUNTY**

**SKAMANIA COUNTY  
BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Mark McCauley, County Manager

\_\_\_\_\_  
Chair


\_\_\_\_\_  
Date

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Prosecuting Attorney

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Prosecuting Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date