

RESOLUTION NO.2014-06

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF FERRY COUNTY, WASHINGTON, APPROVING AND AUTHORIZING THE 2014 MAINTENANCE AND OPERATION BUDGET AND MEMORANDUM OF UNDERSTANDING RELATING THERETO, PURSUANT TO THE AMENDED AND RESTATED INTERLOCAL JUVENILE DETENTION FACILITY AGREEMENT (MARTIN HALL); AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO

FERRY COUNTY, WASHINGTON

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF FERRY COUNTY, WASHINGTON, as follows:

WHEREAS, Ferry County, Washington (the "County") is a political subdivision duly organized and existing under and by virtue of the Constitution and laws of the State of Washington;

WHEREAS, the County is required by chapter 13.16 RCW to acquire, construct and maintain juvenile detention facilities for dependent, wayward and delinquent children;

WHEREAS, Chapter 309, Laws of 1995, authorizes cities and counties, or any combination thereof, to participate in agreements, pursuant to chapter 39.34 RCW, to jointly expend funds for criminal justice purposes of mutual benefit, which include, but are not limited to, the construction, improvement and expansion of jails, court facilities and juvenile justice facilities;

WHEREAS, the County and eight other counties entered into an Amended and Restated Interlocal Juvenile Detention Facility Agreement (Martin Hall) ("the Amended and Restated Agreement") executed by each County on the following dates:

Douglas County - August 26, 1996

Stevens County - August 20, 1996

Pend Oreille County - July 22, 1995

Spokane County - August 13, 1996

Adams County - July 22, 1996

Asotin County - August 19, 1996

Lincoln County - July 15, 1996

Whitman County - July 15, 1996

Ferry County - July 15, 1996

under the authority granted by chapter 39.34 RCW, Chapter 309, Laws of 1995, and Chapter 10, Laws of 1995, 2nd sp. sess., to provide for the joint operation and maintenance of Martin Hall for use as a "juvenile rehabilitation center" as amended from time to time;

WHEREAS, Section 12 of the Amended and Restated Agreement requires the Ferry County Board of County Commissioners (the "Board") to approve the Operating Budget for the operation and maintenance of Martin Hall, which has been prepared by the Martin Hall Juvenile Facility Board;

NOW THEREFORE, IT IS HEREBY FOUND, DETERMINED AND ORDERED as follows:

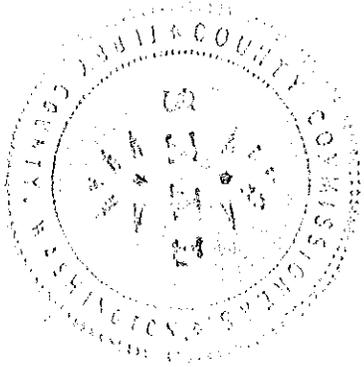
Section 1. The Board hereby approves the Operating Budget (as defined in Section 12 of the Amended and Restated Agreement), and Memorandum of Understanding Relating thereto, in substantially the form attached hereto as Exhibit "A". The County shall pay its proportionate amount of costs incurred pursuant to this approved Operating Budget in accordance with Section 5 of the Amended and Restated Agreement.

Section 2. All other resolutions of the Board that are inconsistent with the provisions of this Resolution are hereby repealed to the extent of such inconsistency.

Section 3. This Resolution shall take effect immediately upon its adoption.

ADOPTED by the Board of County Commissioners of Ferry County, Washington, at a regular meeting thereof held on March 10, 2014.

FERRY COUNTY, WASHINGTON



Mike Blankenship
MIKE BLANKENSHIP, Chairman

Brad Miller
BRAD MILLER, Commissioner

absent
BRIAN DANSEL, Commissioner

ATTEST:

Pamela Stoddard
PAMELA STODDARD, Clerk of the Board of County
Commissioners

11/21/2013 FINAL

Memo of understanding between the Martin Hall Consortium Member Counties for the 2014 operation of the Martin Hall Juvenile Detention Facility.

1. This agreement is for only the 2014 calendar year and may be amended with the approval of the board.
2. A budget has been approved by the member counties for the operation of the facility for the 2014 calendar year.
3. From January 1 through December 31, 2014 all member counties will pay \$155 per bed day for only the bed days that they use.
4. Non-Member users would pay \$185 per bed day for the 2014 calendar year.
5. Consortium would still receive the food credits from OSPI for the school breakfast and lunch program.
6. Consortium would still receive reimbursement for the utility costs from CCCS including gasoline. Consortium will pay for utility costs in excess of \$5000 excluding gasoline.
7. Highlights of projected expenses for 2014 are listed below.
8. Capitol Expense - \$60,000 - Camera and Control Upgrades
9. Repairs - \$10,000 (Consortium will have only a limited preventative service contract with DIVCO)
10. Consulting Services (\$0)
11. Management Services (\$0)
12. Maintenance Contract – 2014 – (PM Only) (\$20,000)
13. Auditing – 2014 – (\$5000)
14. Legal Expense \$18,000 for 2014
15. Accounting Expense (Lincoln County) \$18,000 for 2014
16. CCCS will provide no cost transportation for members for 2014 per their contracts with each county.
17. The incentive for CCCS (The Operator) will be set at 29.5 ADP (Average Daily Population) for \$120 per bed day. When the ADP reaches 29.5 or above for a particular month the consortium will pay CCCS for each of those days. In

the event that a new user agrees to bring their juveniles to the facility The Operator and the Consortium Board will renegotiate the incentive.

18. All member counties (Except Spokane County) agree to send their juveniles to the facility for incarceration in 2014. Spokane County (If needed) could send their juveniles to the facility at the same rate as other member counties.
19. A minimum of \$350,000 must remain as a cash balance in the consortium operating fund at all times. If the cash balance of the operating fund drops below \$350,000 for two consecutive months a series of events will begin. A mothballing plan will be put into place to take care of the facility until at least the end of 2016. During the month following two consecutive months of insufficient balance the consortium will notify the operator (CCCS) that the facility will discontinue operations in 90 days.
20. Starting January 1, 2014, the consortium board will start to develop a plan for mothballing the facility in the event that the sufficient fund balance is not sustainable. Much of the particulars of this plan have already been discussed.
21. The Martin Hall Consortium members along with CCCS staff will begin discussions regarding the possibility of hiring a part or full time mental health professional or look at contracting for those services. It is mutually agreed that mental health/chemical dependency issues are an area that needs to be addressed.

MEMORANDUM OF UNDERSTANDING

Operation of Martin Hall Juvenile Detention Facility For the Calendar Year 2014

A. INTRODUCTION. This Memorandum of Understanding is by and among Adams County, Asotin County, Douglas County, Ferry County, Lincoln County, Pend Oreille County, Spokane County, Stevens County and Whitman County, all political subdivisions of the State of Washington, jointly hereafter referred to as the "Members" or "Consortium" and each individually referred to as "a Member".

The Members, through an administrative body known as the Martin Hall Juvenile Detention Facility Board ("Board"), pursuant to an Amended and Restated Interlocal Juvenile Detention Facility Agreement ("Martin Hall") ("Agreement") provide for, among other things, the maintenance and operation of a Juvenile Detention Facility ("Facility") colloquially known as Martin Hall, located in Medical Lake, Washington.

The purpose of this Memorandum of Understanding ("MOU") is to (1) memorialize certain terms and conditions of the funding, maintenance and operation of the Martin Hall Facility in the calendar year 2014, (2) to obtain, concurrently with the Members approval of the 2013 Facility maintenance and operation budget, being provided to the Members concurrently herewith, the Members approval of this Memorandum of Understanding.

B. ADDITIONAL CONDITIONS FOR MAINTENANCE AND OPERATION OF THE MARTIN HALL JUVENILE FACILITY IN CALENDAR YEAR 2014.

1. This Memorandum of Understanding may be amended by approval of the Board.
2. There will be no Member carry-over bed days for calendar year 2014.
3. In calendar year 2014, each Member, in lieu of appropriating its share to the Operating Fund based on the prorate allocations set forth in the Agreement, shall appropriate funds sufficient to pay, at \$155 per bed day, for the beds in the Facility each Member actually uses in calendar year 2013.
4. No Member will receive any credits or be charged any overages.
5. The Board will execute an Amendment to the Master Services Agreement with Community, Counseling and Correctional Services, Inc. ("CCCS") to provide for monthly payment to them of the amount set forth in the maintenance and operation budget submitted concurrently herewith, when the average of all inmates per day each month is twenty-nine and one-half (29.5) or less and an additional \$120 for each inmate above twenty-nine and one-half (29.5) where the average of all inmates per day each month is twenty-nine and one-half (29.5) or more; provided, however, the additional payment shall not apply to any new users using the Facility in 2014 absent written agreement between The Board and CCCS. Said the Master

Services Agreement Amendment will be executed by the Board chairman on behalf of the Members.

6. All Members will place their juveniles at the Facility except Spokane County. Spokane County may, but is not obligated to, place juveniles in the Facility in 2014. If Spokane County places juveniles in the Facility, they will pay bed day rate of \$155 per day for each juvenile placed.

7. In the event the cash balance in bank accounts of the Operating Fund shall, in calendar year 2014, drop below Three Hundred Fifty Thousand Dollars (\$350,000) for two consecutive months the Board will (1) under the Master Services Agreement with CCCS, provide them the 90-day notice of termination of the Master Services Agreement, and (2) execute the below described plan to remove the Facility from active operation and provide for its maintenance and protection thereafter until recommencement of active operation.

8. Between January 1, 2014 and June 30, 2014 the Board will complete a plan for removal of the Facility from active operation, provision of Facility maintenance and protection thereafter until recommencement of active operation and the conditions under which the Facility will recommence active operation.

9. The Board will otherwise maintain and operate the Facility in accordance with the Agreement.

C. **EFFECTIVE DATE.** This MOU shall be effective on the date all Members have passed a Resolution approving the 2014 Martin Hall maintenance and operating budget and this Memorandum of Understanding relating thereto.

2/28/2014 Amended Memo of Understanding (See Section 3) DRAFT

Memo of understanding between the Martin Hall Consortium Member Counties for the 2014 operation of the Martin Hall Juvenile Detention Facility.

1. This agreement is for only the 2014 calendar year and may be amended with the approval of the board.
2. A budget has been approved by the member counties for the operation of the facility for the 2014 calendar year.
3. From March 1 through December 31, 2014 all member counties will pay \$155 per bed day based on the bed day numbers addressed in the Inter Local Agreement for each County except Spokane County (See Section 18). Member counties will also be responsible for usage over the guaranteed number at the same rate. The guaranteed bed day per member number is as follows: Adams – 2 Asotin – 2.5 Douglas – 5 Ferry – 0.5 Lincoln – 0.5 Pend Oreille – 2 Stevens – 7 Whitman – 2.5
4. Non-Member users would pay \$185 per bed day for the 2014 calendar year.
5. Consortium would still receive the food credits from OSPI for the school breakfast and lunch program.
6. Consortium would still receive reimbursement for the utility costs from CCCS including gasoline. Consortium will pay for utility costs in excess of \$5000 excluding gasoline.
7. Highlights of projected expenses for 2014 are listed below.
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18. All member counties (Except Spokane County) agree to send their juveniles to the facility for incarceration in 2014. Spokane County (If needed) could send their juveniles to the facility at the same rate as other member counties.
19. A minimum of \$350,000 must remain as a cash balance in the consortium operating fund at all times. If the cash balance of the operating fund drops below \$350,000 for two consecutive months a series of events will begin. A mothballing plan will be put into place to take care of the facility until at least the end of 2016. During the month following two consecutive months of insufficient balance the consortium will notify the operator (CCCS) that the facility will discontinue operations in 90 days.
20. Starting January 1, 2014, the consortium board will start to develop a plan for mothballing the facility in the event that the sufficient fund balance is not sustainable. Much of the particulars of this plan have already been discussed.
21. The Martin Hall Consortium members along with CCCS staff will begin discussions regarding the possibility of hiring a part or full time mental health professional or look at contracting for those services. It is mutually agreed that mental health/chemical dependency issues are an area that needs to be addressed.

RESOLUTION NO. 2013-1
2014
MAINTENANCE AND OPERATION BUDGET
MARTIN HALL JUVENILE DETENTION FACILITY

WHEREAS, the Martin Hall Juvenile Facility Board, convened on this 24th day of October, 2013 with a quorum present; and

WHEREAS, in accordance with Section 12 of the Amended and Restated Interlocal Juvenile Detention Facility Agreement ("Martin Hall") as amended from time to time ("Agreement") the Board Members are obligated to prepare a Maintenance and Operation for submission to each of the member counties for their approval; and

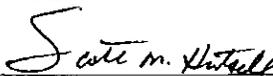
WHEREAS, the Board has been provided a proposed maintenance and operation budget; and

WHEREAS, the Board has reviewed the proposed budget for maintenance and operation expenses for the Martin Hall Juvenile Detention Facility for the year 2014;

NOW, THEREFORE BE IT RESOLVED, that the Martin Hall Juvenile Facility Board does hereby approve the maintenance and operation budget for 2014, which is attached to this Resolution as Exhibit "A" and incorporated herein by this reference.

DATED at Medical Lake, Spokane County, Washington this 24th day of October, 2013.

MARTIN HALL JUVENILE FACILITY
BOARD


SCOTT HUTSELL, Chairman

ATTEST:


Secretary

(S0824121; 1)

EXHIBIT "A"

MARTIN HALL JUVENILE FACILITY 2014 OPERATING BUDGET

Final

BED USER	BEDS	YEAR	COST/DAY	TOTAL/YEAR
ADAMS	0	877	155	136,935.00
ASOTIN	0	1152	155	178,560.00
DOUGLAS	0	1512	155	234,360.00
FERRY	0	492	155	76,260.00
LINCOLN	0	210	155	32,550.00
PEND OREILLE	0	168	155	26,040.00
STEVENS	0	2280	155	353,400.00
SPOKANE	0	0	155	0.00
WHITMAN	0	288	155	44,640.00
TOTAL BEDS/COUNTIES			6979	TOTAL 1,081,745.00
OTHER USERS	BEDS	YEAR	COST/DAY	TOTAL/YEAR
CDA	0	1044	185	193,140.00
SPOKANE	0	876	185	162,060.00
YAKIMA	0	1488	185	275,280.00
TOTAL BEDS/TRIBES			3408	TOTAL 630,480.00
TOTAL BEDS COUNTY/TRIBE		10387	TOTAL COUNTY/TRIBE 1,712,225.00	

OTHER INCOME

FOOD PROGRAM	40,000.00	
INTEREST INCOME	300.00	
MISC INCOME	0.00	
UTILITIES REFUND	75,000.00	
SUB TOTAL		115,300.00
TOTAL INCOME		1,827,525.00

EXPENSE

CAPITOL EXPENSE	CAMERAS	60,000.00
REPAIRS		10,000.00
CONSULTING		0.00
MANAGEMENT SERVICE		0.00
MAINTENANCE	Preventative Maintenance Contract	20,000.00
AUDITING		5,000.00
ACCOUNTING		18,000.00
LEGAL		18,000.00
FIRE CONTRACT		2,500.00
CCCS OPERATOR BASE	\$142,272.00	1,707,264.00
CONTRACTOR INCENTIVE OVER 29.5 BEDS	(@ \$120 PER BED)	0.00
INSURANCE		10,500.00
RENT		1.00
UTILITIES		75,000.00
PROFIT/LOSS	#####	TOTAL EXPENSES 1,926,265.00

Cost of bed per day 185.4496

* * * * *

CERTIFICATE

I, the undersigned, the Clerk of the Board of County Commissioners of Ferry County, Washington, hereby certify that the foregoing resolution is a full, true and correct copy of a resolution duly adopted at the regular meeting of said Board held on March 10, 2013, of which meeting all commissioners had due and lawful notice and at which a majority thereof were present; and that at said meeting said resolution was adopted by the following vote:

AYES, and in favor thereof: 2

NOES:

ABSENT: /

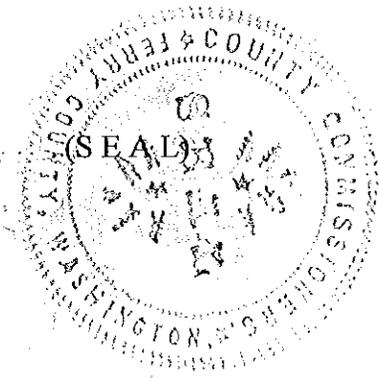
ABSTAIN:

I further certify that I have carefully compared the same with the original resolution on file and of record in my office; that said resolution is a full, true and correct copy of the original resolution adopted at said meeting; and that said resolution has not been amended, modified or rescinded since the date of its adoption, and is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said Board on March 10, 2013.

Ferry COUNTY, WASHINGTON

Angela Stoddard
Clerk of the Board of County Commissioners



**FIRST AMENDMENT TO
MEMORANDUM OF UNDERSTANDING**

Operation of Martin Hall Juvenile Detention Facility
For the Calendar Year 2014

A. INTRODUCTION. This First Amendment to Memorandum of Understanding is by and among Adams County, Asotin County, Douglas County, Ferry County, Lincoln County, Pend Oreille County, Spokane County, Stevens County and Whitman County, all political subdivisions of the State of Washington, jointly hereafter referred to as the "Members" or "Consortium" and each individually referred to as "a Member."

The Members, through an administrative body known as the Martin Hall Juvenile Detention Facility Board ("Board"), pursuant to an Amended and Restated Interlocal Juvenile Detention Facility Agreement ("Martin Hall") ("Agreement") provide for, among other things, the maintenance and operation of a Juvenile Detention Facility ("Facility") colloquially known as Martin Hall, located in Medical Lake, Washington.

This First Amendment amends that certain Memorandum of Understanding ("MOU") approved by the above-described Counties by prior Resolution.

The purpose of this First Amendment is to memorialize the amendment to certain terms and conditions of the prior Memorandum of Understanding for the Calendar Year 2014.

B. AMENDMENTS TO THE MEMORANDUM OF UNDERSTANDING FOR THE CALENDAR YEAR 2014.

1. Paragraph 3 of the Memorandum of Understanding is revised to read as follows:
 3. In calendar year 2014, from and after March 1, 2014, for the remainder of the calendar year 2014, each Member, except Spokane County, shall appropriate, if it has not already done so, and pay monthly the per day cost of its owned beds (as set forth in Section 4 of the Amended and Restated Agreement) times the number of days in each month, and any overages, at the bed day rate of \$155.00 per day.
2. All other terms of the Memorandum of Understanding shall remain in full force and effect.

C. EFFECTIVE DATE. This First Amendment to the MOU shall be effective on the date all Members have passed a Resolution approving the same.

Martin Hall Juvenile Facility Board

Minutes of Board Meeting

February 26, 2014

Chairman Scott Hutsell opened the meeting at 10:08 a.m.

The January 26, 2014 minutes were reviewed.

Commissioner Swannack made a motion to approve, seconded by Commissioner Kiss, motion passed.

Operations report by Administrator Robert Palmquist.

Mr. Palmquist reported that the February numbers should end at about 21 ADP. He stated that he has reviewed some history of the sentencing of youth and it appears that the length of sentences has increased over the years. It also appears that the sentences for females are slightly longer than that of males.

ESD 101

Larry Gardner discussed the DOJ funded, Strengthening Education in Juvenile Detention Centers program. The Martin Hall Board approved the grant at the December meeting. It has also been approved by JCA and CCCS. Since study has begun and questions are being asked outside of the scope that was indicated in the agreed study, the JCA has expressed deep concern. The study was supposed to encompass the school program and now questions are centering on each JCA and their individual policies. After considerable discussion, Commissioner Swannack made a motion to end the study and the agreement for the program. The motion was seconded by Commissioner Snyder and the motion passed with a unanimous vote.

Voucher Approval

Following a discussion about normal monthly vouchers, and the notation that the Consolidated Support Services billing is incorrect, Commissioner Snyder made a motion to approve and Commissioner Jeffords seconded the motion, the motion passed. The total of the vouchers approved 2014007 through 2014011 was \$152,737.48.

Financials

Chairman Hutsell reviewed the financial packet. There was continued discussion on the possibility of Okanogan County using the facility. Commissioner Hutsell made a trip to Okanogan County on Monday, February 25th to speak directly to those involved with Juvenile Services. Following his meeting, he has concluded that this will probably not happen in the near future.

Committee Report

On Wednesday, February 12th the committee, consisting of Commissioners Hutsell, Stevens, Swannack and McCart met at Martin Hall to discuss the possibilities for the future survival of the Consortium. The committee determined that the group needs to return to the original agreement and bill each county for the contracted bed numbers rather than the as used method indicated in the MOU. The question as to

why the numbers have declined remains unanswered. Commissioner Don Dashiell made the motion to repeal the MOU currently in place and return to the provisions of the original interlocal agreement for the sake of billing purposes. The motion was seconded by Commissioner Swannack. Considerable discussion followed, with involvement by all Commissioners present. The discussion ended with one last question which was "Does this action require a unanimous vote by all nine Counties?" With no clear answer to this question the vote was called and the motion failed on a vote of those present.

More discussion followed and it was proposed that the group amend the MOU. Commissioner Swannack then made a motion to amend the MOU and return to billing each county for their contracted beds, plus any overages, with no carryover of unused beds, beginning March 1. The motion was then seconded by Commissioner Jeffords, the motion carried on the vote.

Having no further business the meeting adjourned at 12:25 P.M.

Attending

Commissioners Hutsell, Stevens, Swannack, Kiss, Dashiell, Snyder, Jeffords and French (arrived at 10:20). Also attending, Paula Holter-Mehren for the TAC Committee, Facility Administrator Robert Palmquist and ESD 101 Principal Larry Gardner.

Respectfully submitted by,

Jeff Stevens, Secretary