

Worden, Heather

From: Wilson, Robert
Sent: Friday, September 22, 2017 1:08 PM
To: Burdick, Birch
Cc: Frobig, Andrew; Steve Larson; Gartner, Gene; Schmaltz, Terry; Worden, Heather
Subject: FW: Cass/Clay Temporary Use Agreement
Attachments: Temp Overflow Housing 09-06-17 User Agreement.docx

Birch:

Just checking in. I'd still like to have this on the Oct. 2nd agenda if the agreement can be finalized by early next week. I meet with Chad on the Tuesday prior to each Commission meeting (next Tuesday) to review the agenda. I would like to have a final, or at least a mature draft ready to show him at that time. If that's not feasible, please let me know.

I've cc'd Andy, Gene, Terry and Steve Larson from Clay County both to update them regarding my intent, and to see if they know of any loose ends we still must resolve from an operation/practical standpoint.

I know IT folks from both counties toured the facility this morning and my sense was that meeting was productive.

Thanks,
Robert

From: Wilson, Robert
Sent: Tuesday, September 12, 2017 4:55 PM
To: Birch Burdick (BurdickB@casscountynd.gov) <BurdickB@casscountynd.gov>
Cc: Frobig, Andrew <FrobigA@casscountynd.gov>; 'Steve Larson' <Steve.Larson@co.clay.mn.us>
Subject: FW: Cass/Clay Temporary Use Agreement

Birch:

Attached is the draft agreement I referenced when we spoke a few moments ago. This is a use agreement Andy and his counterpart in Clay County have been working on for Clay County use of the juvenile secure detention area in the basement of the Cass County Annex Building during remodel/addition work on the Clay County facility.

From an operational standpoint, Andy and Steve Larson are comfortable this does what they need it to. My request is that you review and discuss it with your counterpart in Clay County to ensure it's a legally sound agreement.

My goal is to have it on the commission meeting agenda for October 2nd. Please call if you have questions or need any clarification.

Thanks,
Robert



SERVICE AGREEMENT

This agreement is made effective on October 1, 2017, between Cass County, North Dakota (hereafter Cass County) and Clay County, Minnesota (hereafter Clay County).

WHEREAS, Cass County currently contracts with Clay County for secure juvenile detention services provided at the West Central Regional Juvenile Center (WCRJC) in Moorhead, Minnesota and wishes to continue this mutually beneficial partnership, and;

WHEREAS, the WCRJC no longer has adequate capacity to meet the current and future needs of Clay, Cass and other partnering counties, and;

WHEREAS, Clay County will construct an addition to the WCRJC that, when completed, will meet the needs of Clay, Cass and other partner counties for many years to come, and;

WHEREAS, during expansion of the WCRJC Clay County will require additional secure juvenile detention capacity and Cass County has a suitable facility available on a temporary basis;

NOW THEREFORE, in consideration of the covenants herein contained, the parties hereto have entered into this agreement under the terms and conditions set forth below:

1. **Agreement.**

Clay County, as operator of the WCRJC, will use the Cass County Annex Detention Center primarily for the purposes of secure overnight housing. Evening programming to be offered, such as casual television or socialization of juveniles, evening snacks, evening showers, etc., shall be at the discretion of the WCRJC staff according to approved policies.

WCRJC will only use the annex detention center to temporarily house juveniles who are under the original jurisdiction of a North Dakota Juvenile Court entity or county. No juvenile may be temporarily housed at the Annex Detention Center until all necessary extradition or transfer of custody requirements have been processed, if the juvenile was originally arrested or brought to the WCRJC under the authority of a non-ND entity or LE agency.

Educational programming, required recreation activities, non-emergency medical services, counseling, visitation, intake, discharge, and any other activities required under ND Facility Rules shall be completed within the location of the WCRJC.

Cass and Clay county officials agree to collaborate on a combined use policy manual specific to the Annex Detention Center.



Final policy manual will be reviewed and approved by presiding official of each county and the executive officer of each participating department

WCRJC is granted exclusive access to the annex detention center between the hours of 6:30pm and 10am, for the purposes of providing overnight housing of juvenile detention residents when necessary due to space concerns at the WCRJC.

WCRJC will have discretion to determine, through approved screening/classification procedures, which juveniles to bring over on a day to day basis.

Juveniles being temporarily housed at the annex detention center may be served breakfast as part of the morning routine, with food provided by the WCRJC.

Emergency procedures and response will be coordinated and carried out via the approved policy manual. Emergencies arising while the Annex Detention Center is in use will be subject to North Dakota requirements.

Juveniles held overnight at the Annex Detention Center, who also have a court hearing scheduled the following morning may be held at the annex detention center until the court hearing has concluded, **even if mean the resident with be in the facility past 10am.**

2. **Licensing Requirements.**

(Will we need some form of health or food inspection? If you're prepping and cooking I would think so, but if its just serving prepackaged stuff (i.e. cereal) then maybe not. Probably need to look into this.) **The West Central Regional Juvenile Center participates in the National School Lunch Program. They receive reimbursement for meals served. In order to receive the reimbursement, the kitchen where the food is served from must have an inspection or a documented request for inspection every six months.**

Final policy manual will be reviewed and approved by ND DJS, and ND DJS must physically inspect and approve for occupancy prior to any physical occupation of the facility.

3. **Cass County Responsibilities.**

Cass County will provide on-call contact information, and will assume responsibility, for any breakdowns, failures, or necessary repairs to the physical plant. This includes door systems, locks and computer security systems.

Cass County will assume responsibility for care and maintenance of the facility for seasonal needs, i.e. snow removal. Cass County will be responsible for utility expenses.



Cass County will ensure fire protection inspections and fire suppression systems checks are performed as required by state statute or equipment requirements.

4. **Clay County (WCRJC) Responsibilities.**

WCRJC will provide for transportation, and adequate, qualified staff supervision and care of any juveniles who are temporarily housed at the Annex Detention Center.

WCRJC is not required to use the Annex Detention Center on any given evening if extra bed space is not needed. Day to day use will be at the discretion of the WCRJC.

5. **Compensation.**

6. **Term and Termination.**

The terms and conditions of this agreement will remain in effect until either renovation work on the WCRJC is completed and the facility is licensed for occupancy, or October 1, 2019, whichever occurs first. In the event this agreement must be extended, an addendum, signed by both parties, identifying the reason for and length of the extension will be required.

7. **Insurance/Liability.**

I know that our commissioners have made sure we clarify liability for both the residents and the workers should something happen. Our insurance company has expressed that Clay County will need to explore the whether or not MN statutes would allow coverage, specifically when it came to immunities and caps on liabilities. I have a call into our county attorney's office. Could you explore the possibility on the North Dakota side of whether Cass County insurance would cover this facility since it will be North Dakota youth

I have contacted the Minnesota County Insurance Trust (MCIT) and the Clay County Attorney's Office. The Clay County attorney's Office has indicated that we would be covered under statues and that immunities and caps on liabilities and it would not be an issue. I do think that because the youth are going to be North Dakota youth only, it would be beneficial for all parties to know what position would be taken in regards to North Dakota insurance.

8. **Good Faith Agreement to Amend.**

9. **Non-Discrimination.**

10. **Confidentiality and Access to Information.**

11. **Miscellaneous.**



CLAY COUNTY, MINNESOTA

By: _____
Kevin Campbell
County Commission Chair

Date: _____

CASS COUNTY, NORTH DAKOTA

By: _____
Chad Peterson
County Commission Chair

Date: _____