



JUVENILE DEPARTMENT
JUVENILE INTAKE AND ASSESSMENT CENTER
2121 KAEN ROAD | OREGON CITY, OR 97045

May 11, 2023

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

Approval of an Intergovernmental Agreement with Multnomah County for Juvenile Detention services at the Donald E. Long (DEL) Detention Facility. Agreement value is \$4,794,718 over 3 years. Funding is through Oregon Youth Authority and \$2,732,989 in budgeted County General Funds.

Previous Board Action/Review	This is a new Intergovernmental Agreement (IGA), previous Intergovernmental Agreement DCJ-IGA-R-13970-2022, June 23, 2022 Agenda Item C.1		
Performance Clackamas	1. Provide assessment and detention services to youth so they can receive the appropriate level of monitoring and services that provides for community safety. 2. Ensure safe, healthy and secure communities.		
Counsel Review	Yes	Procurement Review	No
Contact Person	Ed Jones	Contact Phone	503-650-3169

EXECUTIVE SUMMARY: Since 1981, Clackamas County Juvenile Department (CCJD) has contracted with Multnomah County to utilize detention capacity in the Donald E. Long (DEL) detention facility for access to secure custody detention for juveniles who are considered to pose a community safety risk, and are awaiting further processing in the juvenile court system. The DEL facility is the closest facility for Clackamas County youth to receive support from their families, and active supervision from CCJD staff. The detention beds are paid for with a combination of General Fund (57%) and pass through State funding received through the Oregon Youth Authority (OYA) (43%). This Intergovernmental Agreement establishes a three (3) year agreement starting July 1, 2023 for the detention services of youth referred to the juvenile justice system and in need of secure custody, and sets the annual increase of the daily rate for the next three (3) fiscal years.

RECOMMENDATION: Staff recommends the Board of County Commissioners approve the attached Intergovernmental Agreement.

Respectfully submitted,

Christina L. McMahan, Director
Juvenile Department

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INTERGOVERNMENTAL AGREEMENT NO. DCJ-IGA-R-15062-2023
FOR DELIVERY OF DETENTION SERVICES
AND FACILITY OPERATION AND MAINTENANCE

This Agreement is made and entered into by and between **Clackamas County**, hereinafter referred to as "Clackamas" and **Multnomah County**, a home-rule subdivision of the State of Oregon, hereinafter referred to as "Multnomah", for the delivery of juvenile detention services by Multnomah to Clackamas as described below, and for operation and maintenance costs of the physical premises.

Attachments

Attachment Letter	Description
A	Clackamas Summary of the Multnomah, Clackamas and Washington County Detention Rate Methodology
B	Attachment A to Clackamas Summary
C	Multnomah County Bed Rate Proposal and Calculations

I. RECITALS

- A. Multnomah operates and maintains a youth detention facility known as the Multnomah County Juvenile Detention Facility (MCJDF) designed and operated as a temporary secure custody facility for youth pending adjudication of delinquency cases and for youth serving court-ordered sanctions. Clackamas wishes to continue to utilize bed space within the MCJDF for the detention of youth referred to the juvenile justice system and in need of secure custody, and space presently exists in MCJDF for use by Clackamas.
- B. The parties agree that it is in the best interests of both parties for Multnomah to continue providing MCJDF beds, operations, maintenance, and delivery of detention services to Clackamas. Payment for beds, operations, maintenance, and detention services will be based on an agreed to bed daily rate that represents the Actual Operating Cost per day per bed space.
- C. ORS Chapter 190 provides for intergovernmental agreements for the performance of functions and activities of either party by the other in the interest of further economy and efficiency in local government and to that end declares that the provision of ORS 190.003 to 190.100 shall be liberally construed.

II. DEFINITIONS

- A. **Actual Operating Cost** as used in this IGA means the direct cost of operation and maintenance services including management, repair, replacement and maintenance, security service, janitor service, grounds keeping, power, gas, lighting, heating, air conditioning, water, other utility services, garbage collection, and insurance, plus the direct cost of delivery of detention services including, but not limited to, admission, assessment, supervision, nutrition, education, programming, medical and mental

health services, and release services. Actual Operating Cost does not include indirect Department Level Administration and Support.

- B. Medical and Mental Health Screening** as used in this IGA means that every youth upon admission to MCJDF receives a medical and mental health screening, including risk for suicidal and violent behavior, by Juvenile Custody Services Specialists (JCSS). Youth with significant depression or suicidal risk are referred to a Qualified Mental Health Professional for follow-up care.
- C. Department Level Administration and Support** as used in this IGA means a proportionate share of Department of Community Justice (DCJ) departmental and Juvenile Services Division (JSD) overhead, including: DCJ Director's Office, Finance and Budget, Contracts, Human Resources and Training, Research and Planning Team, Business Applications Team and the JSD Assistant Director's Office. As mentioned above, these services are not included in the Actual Operating Cost.
- D. Other Services Provided at No Additional Cost** include emergency transportation, security and supervision of detained youth outside of the MCJDF, for a time period not to exceed beyond eight (8) hours. Clackamas County will take over supervision of youth transported for emergency services within eight (8) hours. Clackamas County will transport youth for scheduled nonemergency service.
- E. Clackamas County will reimburse Multnomah County** for any and all non-routine expenses reasonably incurred by Multnomah in providing emergency and non-emergency medical, dental, or psychological services, on behalf of any referred youth pursuant to this Agreement. The current practice at the time of contracting is Multnomah forwards medical bills to Clackamas for payment of services outside of routine care rendered to Clackamas clients.

III. SERVICES TO BE PROVIDED

A. Multnomah County shall perform as follows:

1. Admission Services

- a) Any youth subject to the jurisdiction of the Clackamas County Juvenile Court shall be admitted by Multnomah to the Multnomah County Juvenile Detention Facility (MCJDF) only upon authorization for secure custody communicated by an appropriate agent of the Clackamas County Juvenile Department as defined in this Agreement or upon order of any Clackamas County Court of competent jurisdiction to require detention of such youth, all subject to the conditions hereinafter provided.
- b) Acting through its on-duty manager, Multnomah shall have discretion to refuse acceptance of any youth referred pursuant to this Agreement in those circumstances where Multnomah reasonably believes the referral does not comply with the requirements for detention set forth in ORS 419C, or where Multnomah lacks adequate bed space in excess of those reserved spaces

provided herein, or when it appears that the physical condition of the referred youth requires immediate medical attention.

- c) Eight (8) bed spaces shall be available for the exclusive use of Clackamas on a continuous 24-hour a day basis for the full term of this Agreement.
- d) Any requirement of Clackamas for bed space in excess of 8 beds, or combined with that of Washington County in excess of 19 beds, shall be furnished by Multnomah on a space available basis and at a rate of compensation defined in this Agreement.
- e) In the event a youth resident of Clackamas is taken into custody by law enforcement in Multnomah other than as a consequence of an order of a Clackamas County Court, and is delivered to the Multnomah County Juvenile Detention Facility, admission shall be as in the case of any local youth resident of Multnomah until and unless an appropriate referral for ongoing custody is made by Clackamas in accordance with this Agreement.
- f) Multnomah shall not be required to provide notice to parents or guardians of youth referred upon admission or otherwise pursuant to this Agreement, unless the conditions are appropriate as outlined in Section III.A.1.e) above.
- g) Multnomah shall provide Clackamas a daily roster indicating all youth held by Multnomah pursuant to this Agreement.

2. Supervision Services

- a) An admitted Clackamas youth shall be placed in a detention unit deemed by Multnomah appropriate to the gender, age, and circumstance of the youth, consistent with the existing facility population and the best interest of the total facility population and operation, and shall receive the same level of care and supervision as any other youth detainee including mental health screening.
- b) Multnomah's Detention Services Manager will ensure that for each youth referred under this Agreement, Clackamas is advised of the youth's progress.
- c) In the event it is determined that a referred youth is in need of emergency services, whether as a result of a unilateral decision by Multnomah or as a result of consultation between Multnomah and Clackamas, Multnomah is authorized to take appropriate action to secure such services, including transportation, as required. Multnomah shall provide Clackamas with immediate notice of those services provided without prior notice.

3. Release Services

- a) Multnomah shall release Clackamas youth referred pursuant to this Agreement only upon receipt of written notification by an authorized agent of the Clackamas County Juvenile Department.

- b) Multnomah shall notify Clackamas of any referred youth Multnomah reasonably believes is being detained in excess of statutory authority, and Clackamas shall, immediately upon notification, take all necessary steps to release the youth as specified in a) above, or provide Multnomah with the statutory authority for continued detention of the youth. If Clackamas does not act upon the notification by Multnomah within the same business day of notification, Multnomah may act to release the youth.

4. Notifications

Multnomah shall notify Clackamas County Juvenile Department of incidents involving an admitted Clackamas youth that: (1) involves an injury; (2) involves physical intervention and/or restraint; (3) involves a suicide attempt resulting in injury and/or placement on a constant watch; (4) results in isolation; and/or (5) meets criteria for a PREA incident, within 24 hours. Notification shall be by 1) a phone call to Clackamas Juvenile Intake & Assessment Center, and 2) an email to a group email account designated by Clackamas, and shall include the then known material facts of the incident. Further notification will be made via email to the designated group email account within 24 hours of completion of the JJIS incident report concerning any admitted Clackamas youth that involves injury, physical intervention/restraints, suicide attempt resulting in injury and/or constant watch, isolation, and/or meets criteria for a PREA incident.

5. Reporting

Multnomah shall provide Performance-based Standards (PbS) reports to the Clackamas County Juvenile Department Director in June (April data collection) and December (October data collection).

B. Clackamas shall perform as follows:

1. Clackamas shall provide Multnomah current information identifying those Clackamas Juvenile Department agents authorized to refer youth to Multnomah as provided herein.
2. In the event it is determined that a referred youth is in need of emergency services, Clackamas shall reimburse Multnomah for any expense connected therewith including security costs outside the MCJDF after eight (8) hours as set forth in Section II.D.
3. Clackamas shall provide or arrange all non-emergency transportation of youth referred under this Agreement.
4. Clackamas shall provide Multnomah a written authorization and/or court order to detain or release any youth referred pursuant to this Agreement, but actual receipt of written evidence is not a condition precedent to any specific detention admit or release. Documentation will be delivered by Clackamas to Multnomah as soon as available.

5. Clackamas shall provide counseling services customarily provided in preparation for an adjudicative or dispositional process to the referred youth.
6. Except as provided in Section IV.B. of this Agreement, Clackamas shall compensate Multnomah for all expenses reasonably incurred by Multnomah in providing emergency medical, dental, or psychological services, including supervision outside MCDF after eight (8) hours, on behalf of any referred youth pursuant to this Agreement.
7. Clackamas shall reimburse Multnomah for any unusual expenses reasonably incurred in the care and supervision of a referred youth which exceed the level of care and supervision customarily furnished to detained youth, including but not limited to specially tailored clothing or custom footwear, prosthesis, remedial tutoring, eyeglasses, dentures, hearing aids, and similar devices. Except in circumstances constituting a medical emergency, Multnomah may not incur these expenses without prior authorization from Clackamas.
8. Clackamas shall be responsible for providing any of the court counseling and/or probation services required for referred youth under this Agreement.
9. No provision of this Agreement is intended to relieve Clackamas of the duty to monitor the number, identity, and appropriate periods of detention for those youth detained in Multnomah pursuant to this Agreement. Clackamas shall defend and hold Multnomah harmless from any claim of detention in excess of lawful limits brought by or on behalf of any youth referred under this Agreement, except for actions attributable to Multnomah County negligence.
10. Clackamas shall provide Multnomah timely, actual, written notice of all judicial orders, visitation restrictions, and specialized programming which affect detention care and supervision for referred youth.

C. Compensation Rates and Mode of Payment

1. The parties agree to recognize the Actual Operating Cost per bed day for the services provided by Multnomah under this agreement. At the start of Year 3, the parties agree to reconvene a working group to assess if the daily rate agreed to by the parties in this Agreement is reflected in the true Actual Operating Cost.
2. Clackamas and Multnomah agree that the bed day rate for eight (8) beds is listed below. Clackamas will pay the full cost of all eight (8) beds regardless of whether or not they are utilized.

Fiscal Period	Bed Day Rate	Annual Cost
July 1, 2023 - June 30, 2024	\$477.01	\$1,396,685.28 (366 days for Leap Year)
July 1, 2024 – June 30, 2025	\$543.79	\$1,587,866.80

July 1, 2025 – June 30, 2026	\$619.92	\$1,810,166.40
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3. Clackamas may utilize more than eight (8) beds under this Agreement without charge so long as Clackamas' individual bed use does not exceed 19 beds per day combined with that of Washington County, and providing Multnomah does not reach its capacity.
Beds in excess of the above allocation shall be charged at the Actual Daily Bed Rate in effect.
4. In computing daily populations, the day of admission shall be considered a full day, the day of release shall not be counted, each irrespective of the time of day on which the event occurs.
5. Additional services, as described in Section II.E. of this Agreement, will be reimbursed on an actual cost basis for emergency and non-emergency medical, dental, or psychological services, on behalf of any referred youth pursuant to this Agreement. The current practice at the time of contracting is Multnomah forwards medical bills to Clackamas for payment for services outside of routine care rendered to Clackamas clients.
6. Those expenses for additional services, excess bed space or emergency services which may be incurred shall be billed to Clackamas by Multnomah on a monthly basis and shall be paid by Clackamas to Multnomah on a monthly basis.
7. For the duration of this agreement Clackamas agrees to pay Multnomah the total annual cost of the eight (8) beds set forth in III.C.2. above in three (3) equal installments, due on October 1, February 1, and June 1.

IV. CONSTRAINTS

- A. It is understood and agreed that any and all employees of the Multnomah County Detention Facility are not employees, agents, or representatives of Clackamas for any purpose.
- B. Clackamas and Multnomah, each as to the other, shall indemnify, save harmless, and defend the other county, its officers, agents, and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or passed upon damage or injuries to persons or property caused by errors, omissions, fault, or negligence of the indemnifying county or that county' employees. More specifically, and only by way of example and not as an exclusive listing, Multnomah shall hold Clackamas harmless for responsibility or any liability arising from operation of the Multnomah County Detention Facility and shall indemnify Clackamas for any loss proximately and legally caused by the conduct of Multnomah's officers, agents, and employees; Clackamas shall hold Multnomah harmless and shall be responsible for any liability arising from illegal detention caused by the failure of Clackamas to properly monitor the detention periods for youth referred herein and held beyond a legal period not as a consequence of a failure or absence of

duty by Multnomah.

- C. This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

V. AGREEMENT TERM AND TERMINATION

- A. The term of this Agreement shall be from July 1, 2023 through June 30, 2026.
- B. This Agreement may be terminated by either party alone or otherwise unilaterally modified only as follows:
 - 1. Clackamas may terminate this Agreement upon six months written notice.
 - 2. In the event that Clackamas does not intend to enter into a new Agreement at the end of the term of this Agreement, Clackamas shall notify Multnomah on or before January 1, 2026, of its intent not to contract with Multnomah County. In the event Clackamas fails to so notify Multnomah of an intent not to contract for these services and thereafter does not, Clackamas shall reimburse Multnomah at the base guaranteed eight (8) bed rate for a period extending six months from the date of receipt by Multnomah of written notice of said intent to discontinue utilizing services. Clackamas shall have continued use of the guaranteed beds as agreed for the duration of this Agreement through June 30, 2026.
 - 3. In the event Multnomah does not intend to extend services at the end of the term of this Agreement, Multnomah shall notify Clackamas on or before January 1, 2026, of its intent to discontinue services. In the event that Multnomah fails to notify Clackamas of its intent to discontinue services, Multnomah shall continue to provide services at the same rate and terms as provided by this Agreement for six months following the date Clackamas received notice of Multnomah's intent to discontinue services.

VI. MISCELLANEOUS PROVISIONS

- A. This Agreement and any amendments to this Agreement will not be effective until approved by the Chair of Multnomah County and the Board of County Commissioners of Clackamas.
- B. This Agreement supersedes and cancels all and any prior agreements or contracts between Multnomah and Clackamas for similar services.
- C. Clackamas shall annually review Multnomah's detention operations and related costs and provide recommendations to Multnomah regarding cost-saving measures identified in that review. Multnomah shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Multnomah shall maintain any other records pertinent to this Agreement in such manner as to clearly document Multnomah's performance hereunder. Multnomah

acknowledges and agrees that Clackamas and its duly authorized representatives shall have access to such fiscal records and all other books, documents, papers, plans, and writings of Multnomah that are pertinent to this Agreement. All such fiscal records, books, documents, papers, plans, and writing shall be retained by Multnomah and kept accessible for a minimum of three years, except as required longer by law, following final termination of this Agreement, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Agreement, whichever date is later. All subcontracts shall comply with these provisions.

MULTNOMAH COUNTY, OREGON:

CLACKAMAS COUNTY, OREGON:

County Chair or Designee: _____
Date: _____

Signature: _____
Print Name: _____

Dept Director or Designee: _____
Date: _____

Title: _____
Date: _____

REVIEWED:

JENNY M. MADKOUR
COUNTY ATTORNEY FOR MULTNOMAH COUNTY

By Assistant County Attorney: David Blankfeld via MMP
Date: April 21, 2023

Approved as to form by: _____
Date: _____



Christina L. McMahan
DIRECTOR

JUVENILE DEPARTMENT

JUVENILE INTAKE AND ASSESSMENT CENTER
2121 KAEN ROAD | OREGON CITY, OR 97045

MEMORANDUM

Date: January 10, 2023

To: Christina McMahan, Clackamas County Juvenile Department Director,
Tracey Freeman, Multnomah County Interim Juvenile Services Division Director, and
Lynne Schroeder, Washington County Juvenile Department Director

From: Ed Jones, Juvenile Department Administrative Services Manager 

Re: Summary of the Multnomah, Clackamas, and Washington County Detention Rate Methodology
Development Process and Agreements

During the Fiscal Year 2022-2023 Budget/Contracting process, Multnomah, Clackamas, and Washington counties agreed to collaboratively work together to develop a detention bed rate methodology that would reflect the full cost of the operation of the Multnomah County Donald E. Long Juvenile Detention Facility (DEL) by December 2022. Between July 2022 through November 2022, Multnomah, Clackamas, and Washington counties meet on approximately eight different occasions to work collaboratively and arrive at an agreed-upon methodology to calculate the daily bed rate to represent the total operational cost of DEL. The three counties also agreed that Clackamas and Washington County would reduce their available beds by eight beds combined, and Multnomah County would provide a three-year glide path for Clackamas and Washington counties to ramp up to a daily bed rate that reflected the total operational cost of the DEL.

The workgroup consisted of individuals from all three counties and included subject matter experts and individuals with the authority to represent each county's interest and come to an agreement on the methodology and the daily detention bed rate.

Participants

From Multnomah County:

Deena Corso, Juvenile Services Division Director (retired, participated in one meeting in July 2022)

Tracey Freeman, Interim Juvenile Services Division Director

Ken Jerin, Juvenile Detention Manager

Jelese Jones, Multnomah County Department of Community Justice Business Services Manager

Ping Vanloeun Ping, Multnomah County Department of Community Justice Budget Analyst

Kelly Feasler, Juvenile Services Administrative Analyst

From Clackamas County:

Christina McMahan, Juvenile Department Director
Alice Perry, Assistant Juvenile Department Director
Ed Jones, Juvenile Department Administrative Services Manager

From Washington County:

Lynne Schroeder, Juvenile Department Director
Jennifer Cearley, Juvenile Department Assistant Director
Cheryl Vandlac, Juvenile Department Administrative Manager
Milton Ewing, Juvenile Services Division Manager

Methodology

The agreed upon methodology reflects the calculation of the **total cost** for the operation of the Multnomah County DEL, as determined by Multnomah County's Department of Community Justice Budget Analyst Ping Vanloeun and Detention Manager Ken Jerin. Multnomah County provided Clackamas and Washington county line item detail budgeted expenses to review and discuss at the workgroup meetings.

- The agreed upon methodology uses Multnomah County Department of Community Justice's FY22-23 budgeted expenses in cost centers 506100-DCJ JSD Detention Custody and 506230-DCJ JSD Nutrition Svcs, which includes all of the Personnel, Internal Services, Capital Equipment, Indirect, and Materials & Services expenses (including building expenses for unused DEL detention Pods¹) for these two cost centers.
- The methodology **excludes all** of the FY22-23 budgeted expenses for Multnomah County's residential Assessment & Evaluation Program (A&E), personnel expenses for the Intake staff in DEL's Intake Unit, and capital improvement costs (i.e. \$3.2 Million Pod Renovation).
- The methodology includes the Corrections Health budgeted expenses for DEL, with the exception that it excludes the residential A&E Program portion of the Corrections Health budgeted expenses for DEL.
- *(See Attachment A for detail of what is described in this section. This was created from spreadsheets provided Ping Vanloeun Ping.)*

Daily Rate

It was agreed that the daily bed rate is determined by taking the **total operational cost** and dividing it by the total number of available beds per day, and by the total annual days in that fiscal year (total cost/total annual days/total available bed per day = daily bed rate per bed).

- It was also agreed that the total number of available beds could be reduced, but only in eight bed increments, due to staffing requirements, and cost-savings breakpoints.
- It was noted that while reducing available beds does affect the **total operational cost**, it also spreads the remaining cost out between the reduced amount of remaining available beds, thereby

¹ It was agreed, that unused parts of the DEL facility space could not be used for other non-Juvenile Justice operations. Therefore all of the associated building expenses, included the unused space, are still part of the overall cost to maintain the DEL facility and would be included in the total operational cost.

increasing the per bed per day rate. Multnomah County provided Clackamas and Washington counties with FY23-24 bed rates based on reducing 8 available beds and 16 available beds.

- Clackamas and Washington counties agreed to reduce a combined eight available beds per day starting in the fiscal year that begins on July 1, 2023. Clackamas will reduce five beds per day and Washington will reduce three beds per day. This will reduce the total available beds from 56 total beds to 48 total beds available to Multnomah (29 beds), Washington (11 beds), and Clackamas counties (8 beds).
- Based on Multnomah County's 11/30/22 and 12/16/22 five and three-year glide path proposals submitted by Ping Vanloeun, FY23-24 total cost daily rate would be \$558.56.

Glide Path

- During the initial discussions regarding total operating cost and the daily bed rate to reflect that cost, Multnomah County provided the information on rates for both a three-year and a five-year glide path for Clackamas and Washington counties to increase the daily bed rate until the total operational cost daily bed rate is realized.
- The five-year glide path option Multnomah County initially proposed on 11/30/22, included a reduction of 8 combined beds between Clackamas and Washington counties, with a 14% annual increase to the daily bed rate until the total operational cost daily bed rate was achieved in Year 5. Both Clackamas and Washington counties indicated this was the proposal they would like to have in place.
- However, due to Multnomah County's own budgeting process and the news they received in early December, 2022 regarding the budget constraint Multnomah County and the Department of Community Justice would be implementing in its FY23-24 budget, on 12/16/22 Multnomah County proposed an updated three-year glide path, with the first year (FY23-24) being a 30% increase to FY22-23's daily bed rate and a 14% annual increase for the remaining 2 years or until the total operational cost daily bed rate was reached, at which point any additional daily bed rate increase would be associated with annual increases in the DEL total operational cost (e.g. COLA, new statutory mandates, etc.), and agreed upon through a collaborative negotiation process between Clackamas, Washington, and Multnomah counties.
- As of the date of this memorandum, Multnomah, Clackamas and Washington counties have all agreed to the 12/16/22 revised three-year glide path proposal starting July 1, 2023.
- Based on Multnomah County's 12/16/22 three-year glide path proposal on 12/16/22, FY23-24's daily detention bed rate will be \$477.01 per day.

Attachment A to Summary of the Multnomah, Clackamas and Washington County Detention Rate Methodology

I. Methodology to arrive at DEL total operational by line Item

Multnomah County, Department of Community Justice				
Daily Bed Rates with 8 Beds Reduction				
MultCo Beds	29			
Clackamas Beds	13			
Washington Beds	14			
	56	48		14%
DCJ Responsible Cost Center: 506100 and 506230 (see adjustment at the bottom of the page)				
ALL FUNDS- DCJ Rates Adjustment - Backout A & E Beds and Renovation				
Ledger	Ledger Account Name	8 Bed Reductions	A & E Amount	DCJ Rates
60000	Permanent	2,976,940	(83,184)	2,893,756
60100	Temporary	394,898	(13,253)	381,645
60110	Overtime	138,170	(1,414)	136,756
60120	Premium	128,215	(2,636)	125,579
60130	Salary Related	1,824,696	(32,736)	1,791,960
60135	Non Base Fringe	33,369	(1,120)	32,249
60140	Insurance Benefits	1,546,162	(38,485)	1,507,677
60145	Non Base Insurance	7,107	(239)	6,869
60155	Direct Client Assistance	2,967		2,967
60170	Professional Services	45,600		45,600
60200	Communications	468	(137)	332
60220	Repairs & Maintenance	11,376	(2,500)	8,876
60240	Supplies	81,736	(6,824)	74,912
60250	Food	145,308	(39,898)	105,410
60340	Dues & Subscriptions	600	(150)	450
60350	Indirect Expense	88,526		88,526
60411	Internal Service Fleet Services	14,941		14,941
60412	Internal Service Motor Pool	831		831
60430	Internal Service Facilities & Property Management	1,407,273	(18,787)	1,388,486
60432	Internal Service Enhanced Building Services	91,164	(1,420)	89,744
60440	Internal Service Other (Removed \$3.2 M, Pods Renovati	3,200,000		
60550	Capital Equipment - Expenditure	9,429	(2,750)	6,679
DCJ Totals		12,149,775	(245,532)	8,704,242
Plus Corrections Health				1,081,778
Total Budget DCJ and Corrections health				9,786,020
Annual Cost per Bed				\$ 26,811
Cost per Day per Bed (include unused Bed)				\$ 558.56

#1 Multnomah begins with all budgeted expenses in Cost Centers 506100-DCJ JSD Detention Custody, after reducing 4.0 FTE, temporary and misc. associated cost for the reduction of 8 available beds (see below III. Bed Reduction Cost Impact to Total DEL Operational cost). 5 from Clackamas & 3 from Washington.

#2 All A&E associated expenses in Cost Center 506100-DCJ JSD Detention Custody are removed.

#3 All Capital Building expenses in Cost Center 506100-DCJ JSD Detention Custody are removed.

#4 Add Correction Health expenses from Cost Center 506230-DCJ JSD Nutrition Svcs less A&E portion.

#5 Total DEL detention operational cost

#6 Total operational cost daily (dividing the Total Budget DCJ & Corrections Health by total annual days by the total available beds per day)

Exert above is taken from the attachment titled, *Draft of 5 yrs % Incremental and Bed Rates Reductions.xlsx* (see tab-*Bed Rates w (-8) Beds*), in an email sent by Ping Vanloeuem Ping's on 11/30/2022 titled *11/30/22 JSD Bed Rates Calculation Methodology*.

II. Agreed upon 3-Year Glide Path between Multnomah, Clackamas, and Washington Counties

	Current	New	No. of Days	
Clackamas Beds	13	8	365	
Multnomah Beds	29	29		
Washington Beds	14	11		
Total Beds:	56	48		
<i>Rate Increase each Fiscal Year</i>		30%	14%	14%
Bed Rates Calculation	FY 23	Yr1- FY 24	Yr2- FY 25	Yr3- FY 26
	Current	Projections		
Multco w. 8 Beds Reduction	\$ 561.96	\$ 558.56	\$ 592.08	\$ 627.60
Contract @ 14% Incremental Increase w. 8 Beds Reduction	\$ 367.04	\$ 477.01	\$ 543.79	\$ 619.92
Differences	\$ (194.92)	\$ (81.55)	\$ (48.29)	\$ (7.68)
% Pay at the true cost	65%	85%	92%	99%
Real Costs to Multco	\$ 756.88	\$ 640.12	\$ 640.36	\$ 635.28
Clackamas County	Current 13 Beds	W/ 8 Beds Reduction- 8 Beds		
Budget per year	1,741,605	1,392,869	1,587,867	1,810,166
Year to Year Increase/(Decrease)		(348,736)	194,998	222,300
Washington County	Current 14 Beds	W/ 8 Beds Reduction- 11 Beds		
Budget per year	1,875,574	1,915,195	2,183,317	2,488,979
WA Year to Year Increase/(Decrease)		39,621	268,122	305,662

FY23-24 is a 30% increase for FY22-23 daily bed rate.

Subsequent fiscal years 2 & 3 increases by 14% to reach the total operational cost daily rate.

Exert above is from the attachment titled *Multco Bed rate proposal* in Tracey Freeman's 12/16/2022 email titled Multnomah County Bed rate proposal.

III. Bed Reductions Cost Impact to Total DEL Operational Cost

Clackamas and Washington County reduced 8 combined beds. Per Multnomah County's 11/30/22 and 12/16/22 proposals, this reduced associated expenses. Multnomah will reduce 4.0 FTE Juvenile Custody Service Specialist, temporary positions associated with coverage, supplies and food cost for a total reduction of \$622,305 for operating 48 total available beds instead of 56.

JSD Budget Reduction Template						
8 Beds Detail Budget Reduction						
Program Offer #	Div	Program Name	Expense Type (Personnel, Contract, Supplies, etc)	Position/Contract/ Other	REDUCTIONS	
					FTE Reduced	Estimated Reduction \$ Amount
50054B	JSD	Detention - 16 bed reduction	Personnel	Juvenile Custody Services Specialists (JCS) 704730, 705461, 705586, 716615 and all Temp positions	4.00	(\$604,256.50)
50054B	JSD	Detention - 16 bed reduction	Supplies			(\$8,076.50)
50054B	JSD	Detention - 16 bed reduction	Food			(\$9,932.50)
					4.00	(\$622,305)

Reduction of expenses in relation to reduction of overall beds.

Exert above is taken from the attachment titled, *Draft of 5 yrs % Incremental and Bed Rates Reductions.xlsx* (see tab *8 Beds Reduction*), in an email sent by Ping Vanloeuem Ping's on 11/30/2022, *11/30/22 JSD Bed Rates Calculation Methodology*.

ATTACHMENT C
Intergovernmental Agreement No. DCJ-15062-2023

	Current	New	No. of Days	
Clackamas Beds	13	8	365	
Multnomah Beds	29	29		
Washington Beds	14	11		
Total Beds:	56	48		
Bed Rates Calculation	FY 23	Yr1- FY 24	Yr2- FY 25	Yr3- FY 26
	Current	Projections		
Multco w. 8 Beds Reduction	\$ 561.96	\$ 558.56	\$ 592.08	\$ 627.60
Contract @ 14% Incremental Increase w. 8 Beds Reduction	\$ 367.04	\$ 477.01	\$ 543.79	\$ 619.92
Differences	\$ (194.92)	\$ (81.55)	\$ (48.29)	\$ (7.68)
% Pay at the true cost	65%	85%	92%	99%
Real Costs to Multco	\$ 756.88	\$ 640.12	\$ 640.36	\$ 635.28
Clackamas County	Current 13 Beds	W/ 8 Beds Reduction- 8 Beds		
Budget per year	1,741,605	1,392,869	1,587,867	1,810,166
Year to Year Increase/(Decrease)		(348,736)	194,998	222,300
Washington County	Current 14 Beds	W/ 8 Beds Reduction- 11 Beds		
Budget per year	1,875,574	1,915,195	2,183,317	2,488,979
WA Year to Year Increase/(Decrease)		39,621	268,122	305,662