



## County of Del Norte Board of Supervisors

### Board Report

**AGENDA DATE:** December 29, 2023  
**TO:** Del Norte County Board of Supervisors  
**FROM:** Lonnie Reyman, Chief Probation Officer  
Probation  
**SUBJECT:** Shasta County Juvenile Rehabilitation Agreement

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#### **RECOMMENDATION FOR BOARD ACTION:**

Approve the Agreement for Placement of Juvenile Court Wards at Shasta County Juvenile Rehabilitation Facility as requested by the Chief Probation Officer.\*\*

#### **DISCUSSION/SUMMARY:**

The Probation Department currently maintains a juvenile hall through contract with Humboldt County pursuant to Welfare and Institutions Code Section 850 et seq. Although Humboldt is the primary facility used for detention for many reasons, and the desired location for detaining youth, there are times that they are unable to hold a youth due to population, staffing, or other reasons. Given the numerous circumstances that could lead to detention in Humboldt Juvenile Hall being an impossibility at any given time, including a physical inability to get to the facility depending on road conditions, as I have stated since we began discussions regarding the closure of our Juvenile Hall, backup contracts are needed to ensure we have access to safe and appropriate detention facilities when that need arises.

Originally, in mid-2022 I began working to establish a contract with Shasta County to provide an option for a secure sex-offender program for a youth that had been adjudicated by the Court. This occurred because the program provider in the facility in Sonoma County where he was housed was under-staffed and was unable to add him to the program at the time.

Ultimately, the custody contract with Shasta County was approved by the Del Norte Board as Agreement 2022-164 on September 27, 2022. It became effective on December 21, 2022, upon the final signature of Koreen Ravenhorst, Deputy Director of the California State Public Works Board, and expires on December 21, 2023.

At this point, the Department has maintained this contract with and utilized Shasta County Juvenile Rehabilitation Facility as a redundant detention option during the last year. Shasta County continues to operate their detention facility with multiple quality and engaging programs for youth. Additionally, they have the capacity to operate an in-custody camp program and a Secure Youth Track Facility program in their JRF as well which have been included in the updated contract. Although these last two programs have not been utilized by

Del Norte at this time, they do provide additional options for youth with particular needs and access to them would be beneficial in the future. The future ability to utilize and access an SYTF program which also provides a sex offender treatment program also aligns with our current Juvenile Justice Rehabilitation Block Grant plan which has been approved by the Juvenile Justice Coordinating Council and its DJJ Realignment subcommittee.

Over the last year and more, as we have discussed and implemented the closure of our juvenile hall, I have had many conversations with County Counsel regarding his concerns and opinions on the appropriate structure of contracts and agreements for the detention of youth.

Fundamental to his concerns, as best as I can represent it, is that it is his opinion that any custody contract is required to include and operate under joint powers language. My experience and conversations with numerous other Chiefs and counties indicate that this is a unique interpretation of the requirements for counties to contract for juvenile detention. In other words, of the 15 counties in my association's northern region, 3 have never had juvenile halls and always contracted for juvenile detention, 6 of the remaining 12 (including Del Norte) have closed their juvenile halls in the last 10 years. Five of the remaining six counties operate their own juvenile halls, and Colusa county has long been a party in a regional juvenile hall with Sutter and Yuba counties. None of the Chiefs and counties that I have spoken to over the last several years, including those counties that do not maintain juvenile halls in the rest of the state, have indicated that they align with County Counsel's interpretation of this requirement in their contracts.

Nonetheless, as we worked to establish our contract with Humboldt County, through several months of conversation between myself and Chief Brenneman (ret.) in Humboldt and our county counsels, we were able to persuade them to allow the addition of joint powers language which satisfied County Counsel's concerns and establishes Humboldt County as Del Norte's de facto juvenile hall.

As we have approached the expiration of our current contract with Shasta County, keeping in mind County Counsel's concerns, I did discuss our desire to amend the contract with joint powers language with Chief Neal of Shasta. She indicated again, since I had previously discussed the issue with her, little to no willingness to budge on the existing contract form.

For context, Shasta County's facility was built with SB 81 funding which has placed the County in the position that anything that occurs regarding the facility, whether related to the physical plant or contracts with other counties, of which they hold many, are required to be approved by the California State Public Works Board and the California Department of Corrections and Rehabilitation. The Shasta County Probation Department has faced numerous challenges and delays in implementing any changes, additions, or modifications to and regarding the facility and the Chief is not interested in adding another layer of complication by attempting to amend their existing custody contract which has already been approved as to form by both of the State agencies involved.

On October 5 of this year, I emailed County Counsel along with the County Administrative Officer (CAO) and Assistant CAO and asked that we meet and discuss a path forward for renewal of the contract. County Counsel responded and requested that his Assistant County

Counsel be included in any communication or meetings regarding the matter. I was able to schedule a meeting with myself, my Assistant Chief, the CAO, and Assistant County Counsel for the 11<sup>th</sup>. At that meeting, Assistant County Counsel represented County Counsel's concerns and we discussed the challenges as she saw them in regard to the contract, as well as the change in circumstances in that Del Norte now maintains a juvenile hall with Humboldt County through the joint power contract. I followed up in email to the entire group, including County Counsel, on October 24 and received a reply from Assistant County Counsel that she was working to connect with Shasta County Counsel and would circle back. On November 9, Assistant County Counsel emailed me directly and indicated that she did not have a problem with renewing the contract as proposed with the addition of a local Court standing order which would delineate that Humboldt County would be our primary detention facility and that Shasta would be utilized in an "overflow" capacity. As I believe this ultimately accomplishes our goals I did not see a problem with this solution, and she indicated that she would send me a draft the following week.

On November 15 I received notification from Risk Management that they would like additional language added to the contract regarding insurance coverage. It was expressed that there was knowledge that Shasta does maintain the desired insurance coverage but that there was still a desire to add the specific language. I forwarded the request to Shasta and received a reply back from Shasta Risk Management on November 16 which I sent to all parties that stated, in effect, modification to a standard agreement creates more burden on all involved in maintaining the agreement, but that if we insisted they would be willing to do the work. Chief Neal did not indicate whether she would be willing to entertain the additional work of modifying the agreement.

On November 20 I requested a status update from all parties as I intended to add it to the 28<sup>th</sup> agenda. After emails exchanged on the 20<sup>th</sup> and 21<sup>st</sup>, and with the understanding that we would secure a standing order from the Juvenile Judge and work over the next year to convince Shasta County to agree to add additional insurance language to the contract for renewal next year, I prepared and submitted a Board item for renewal of the contract for the November 28 meeting. During agenda review it was pulled and did not move forward at that time.

In the meantime, on November 21 I received a draft of a standing order from Assistant County Counsel and sent it to the Juvenile Judge's judicial assistant along with a request to schedule a meeting with the Judge to discuss the order.

On November 28, after the Board meeting, I emailed a request to all parties to meet again to address what additional steps would be required to finalize the contract/item for the meeting on December 12. I was able to schedule a meeting for December 1, and confirmed at that time that no additional work or steps were envisioned that had not already been addressed. We confirmed that the standing order and insurance language were the two ongoing pieces that would be followed up on. I subsequently submitted the item for the December 12 meeting.

On December 7 I reviewed an email from the Clerk of the Board sent on December 6, while I was out of town at a conference, that the item had been pulled from the agenda a second time, at County Counsel's request. I attempted to reach him by phone and left a voicemail, never receiving a call back. I also sent an email to the Chair of the Board, County Counsel, the CAO, the Clerk of the Board, and Risk Management requesting that the item be added back to the agenda, suggesting that it be added to the General Government section due to the apparent need for discussion. County Counsel replied that due to "its legal defects" the only way the contract should be discussed in a public meeting is if the Board chooses to waive attorney confidentiality and suggested that we readdress the matter in January. After pointing out that the contract expires on December 21 and requesting another solution other than waiting for January to continue discussions, County Counsel replied that there had been some miscommunication between himself and Assistant County Counsel and that "The solution to [the] problem is operational, not legal." After requesting clarification on the morning of December 8 regarding the meaning of this statement I have received no further communication from County Counsel.

I provide this timeline and recitation of events for several reasons. First, to demonstrate that due diligence has already been done to mitigate any concerns of County Counsel that I am aware of and reach an appropriate solution that meets the needs of the Probation Department and the County. Second, to demonstrate the fact that there is no uniformity in Counsel's interpretation of the legal requirements of a detention contract as is illustrated by the fact his Assistant Counsel believed we had reached an appropriate compromise by utilizing a Standing Order from the Juvenile Judge.

As I have previously outlined in this report, I hold a different opinion in this matter than County Counsel. In addition to the reasons stated, I would like to make a further point which I believe he has refused to consider in his analysis. As stated before, due to the use of the SB 81 funding source used to build their facility, Shasta County's actions regarding the facility, including the proposed custody contract before you, must be approved by the Public Works Board and CDCR. The contract before you has been approved as to form by both of those agencies and is in regular use by Shasta and its contracting counties, such as Lassen, Modoc, and Siskiyou to my direct knowledge, and possibly others. The Del Norte County Administrative Manual states in section 1.20.030(A) CONTRACTS / AGREEMENTS, that "Unless specifically requested by the Board or department head, such review and approval (*County Counsel's*) need not be obtained for State of California Standard Agreements unless a change of the terms and conditions is involved." Although the custody contract before you may not be a "State of California Standard Agreement" under that specific definition, it is a standard agreement that has been and continues to be approved by two separate state agencies with oversight over the operational use of the Shasta County Juvenile Rehabilitation Facility. I believe County Counsel is remiss to not give this fact serious weight in his analysis. He has not communicated with me any known liability that has been incurred by any contracting county during the use or because of the use of this contract with Shasta County nor any litigation that has occurred because of its use.

Though perhaps not his intent, County Counsel's lack of engagement in this matter over the

last two months has effectively led to his obstruction of a needed and necessary contract which allows the juvenile justice system of Del Norte County to run uninterrupted and provides for the safety and security of both our youth who have been arrested for crimes and public safety. His lack of engagement with me in working to find an acceptable path through this challenge is also an obstacle. Finally, his apparent influence over what should and should not come to the Board for consideration is disturbing when it directly effects the operation of another county department with potentially severe repercussions for public safety.

I have brought this issue to the attention of the Presiding Judge who has acknowledged the seriousness of the situation and has requested that, rather than a standing order, an order for detention form be prepared for his use on a case by case basis. The basis for this is Welf. & Inst. Code 872 which provides for the detention of youth in another county when a juvenile hall "becomes unfit or unsafe for detention of minors," which would be the case if Humboldt County were to decline a booking. Further, this section allows for the detention of a minor in any county when "...with the recommendation of the probation officer of the sending county and the consent of the probation officer of the receiving county, by written order" the presiding or juvenile judge so orders. I must note that this section does include a 60-day limit on detention and that the "court may, at any time, modify or vacate the order." Also, although there may be other pertinent law, this specific section does not specify what form the agreement between the two Probation Officers must take.

One last piece of information to provide to you is that we do currently have an existing custody contract with Sonoma County. Although the intent of this contract was for the sole placement of one specific youth, it may be possible that the Sonoma Probation Department would be willing to house youth if Humboldt County were to decline a booking. This would require 1.5-2 hours additional travel time one-way and cost \$125 more per day than detaining a youth in Shasta County. Any scenario when this situation would arise, no matter what county a youth is detained in, will also require us to make regular trips for transport to court, the first of which is required to occur within no more than 3 judicial days after arrest. Our contract with Sonoma is currently set to expire on January 30, 2024.

Finally, although in typical practice a contract or agreement does not come to the Board without Counsel approval, given this specific situation I would reference a further clause in the County Administrative Manual section 1.20.030(A) CONTRACTS / AGREEMENTS which states that "If a contract has not received [County Counsel] approval, the department head shall state the reason in writing."

I believe it is incumbent upon us as county government to provide for the safety of our youth and the community that we serve. To fail to act in this matter is not in the best interest of our community and I implore you to take up and approve this item.

**ALTERNATIVES:**

Not approve the contract. Direct staff to find an alternate method of detention. The Probation Department will continue to utilize Humboldt County Juvenile Hall as our only detention facility and take emergency action should they exercise their right to refuse a

booking. The Department will attempt to take all legal and appropriate action to ensure the safety of youth and safety of victims and the public.

**FINANCING:**

This cost was included in the FY 23/24 budget for detention.

**OTHER AGENCY INVOLVEMENT:**

Shasta County Probation Department & associated agencies.

**CHILDREN’S IMPACT STATEMENT:**

**This section meets the following outcome measures for children in Del Norte County:**

- Children and youth are healthy and preparing for adulthood.
- Families are safe, stable and nurturing.
- Communities are safe and provide a high quality of life.
- Children ready for and succeeding in school.

**ATTACHMENTS:**

1. Agreement with Shasta County\_12.29.23

**APPROVALS:**

Lonnie Reyman, Chief Probation Officer  
Kylie Goughnour , Clerk of the Board

Approved - 12/21/2023  
Final Approval - 12/27/2023